



644 Albert Street East, Sault Ste. Marie, ON P6A 2K7

**Tender for the Provision of Grass Cutting Services at
Hornepayne JK-12 Public School**

Tender Number: **1026-GCS-HP**

Issue Date: **October 5, 2026**

Issued by:
**Algoma District School Board
Purchasing Department
644 Albert St. E.
Sault Ste. Marie, Ontario
P6A 2K7**

Closing Date and Time: Your submission must be delivered to the offices of the Algoma District School Board located at 644 Albert St. E. Sault Ste. Marie, Ontario P6A 2K7 in a sealed package and marked with the Request for Tender Number 1026-GCS-HP **before 2:00 p.m. Sault Ste. Marie time on the 22nd day of October 2026.**

Questions should be directed to: Shannon Shewfelt, Assistant Supervisor of A/P, Procurement & Contract Management
Email – shewfes@adsb.on.ca

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Appendix C – Sample Form of Agreement.....	See Attached
Appendix D – Equipment List.....	See Attached
Appendix E – Reference Form.....	See Attached
Appendix F – Bidder Conflict of Interest Disclosure Form.....	See Attached
Appendix G – Grass Cutting Map	See Attached

Mandatory Requirements Checklist

Bidders please note:

1. Mandatory requirements must be met and/or be present in the submission, for the submission to be considered.
2. The Bidder may use this checklist to help ensure compliance of the Mandatory Requirements.

MANDATORY REQUIREMENT	Type	Yes
Qualifications, Experience, Staffing – Section 5.1	Mandatory	
Form of Offer - Appendix A	Mandatory	
Bid Price Form - Appendix B	Mandatory	
Equipment List - Appendix D	Mandatory	
Reference Form - Appendix E	Mandatory	
Bidder Conflict of Interest Disclosure Form – Appendix F	Mandatory	

NON-MANDATORY BUT HIGHLY ENCOURAGED
Site Visits – Contact Mona Kingshott (kingshm@adsb.on.ca) and Ryan Finnemore (finnemr@adsb.on.ca) by email to make arrangements for self-directed site visits. See Section 2.4.

1. General Introduction

1.1 Algoma District School Board Profile

The Algoma District School Board (hereinafter referred to as “ADSB” or “Board”) serves a geographic area of 70,534 square kilometers and encompasses communities along the north shore of Lake Huron from Spanish to Sault Ste. Marie including Serpent River, Elliot Lake, Blind River, Iron Bridge and the communities of Central Algoma with Bruce Mines, Desbarats, St. Joseph Island, Laird and Echo Bay and along the east coast of Lake Superior from Sault Ste. Marie to Hornepayne which includes Wawa, Chapleau and White River. For further information about the Board please visit www.adsb.on.ca.

1.2 Purpose of Tender

The Board is issuing this Tender with the intention of engaging one qualified contractor to provide safe, effective and efficient Grass Cutting Services for Hornepayne JK-12 Public School in Hornepayne, Ontario. The Board reserves the right to award the contract to the contractor which is determined, at the sole discretion of the Board, to be in the best interest of the Board.

Bids are invited from providers of **Grass Cutting Services** to enter into a Contract with the Board to provide the services described in this document.

The Board intends to select one Contractor to provide the Grass Cutting Services, subject to the conditions herein.

It is the intention of the Board to award a contract from this solicitation to the Bidder who offers the best overall value to the Board. Consequently, the ADSB shall not be bound to award to the lowest price or any Offer.

Bids will be evaluated based on information stated within this Tender. The Board reserves the right not to proceed with awarding a contract to any bidder, including the lowest price bidder, or a sole bidder if only one submission is received, if, in the sole discretion of the Board, the submitted pricing is deemed not to be cost-effective and may pose a challenge to the Board's budget. In such cases, the Board may, at its sole discretion, choose to negotiate with any one or more Bidders, cancel the Tender, or issue a new Tender.

See Article 3 of this Tender for Statement of Requirements and Scope of Work.

1.3 Type of Agreement and Term

The Successful Bidder will be required to enter into a non-exclusive Agreement (the "Agreement") substantially in the Sample Form of Agreement attached hereto as Appendix C, subject to an award being made to such Successful Bidder. Where there is a conflict between the terms of this Tender and the Agreement to be entered into by the Board and any Successful Bidder, the terms of the Agreement shall govern.

In the event that a Bidder (who is being considered for an award) fails or refuses to enter into and duly execute the Agreement within a reasonable time, the Board reserves the right, at its sole discretion, to enter into the Agreement with another Bidder or not to accept any Tender.

Term:

The Agreement will commence in the Spring of 2027 and shall continue for a Three (3) year period, unless terminated, canceled or extended as otherwise provided herein, and will cover grass cutting seasons in the 2027, 2028, and 2029 calendar years.

The Board reserves the right to extend the Agreement, subject to satisfactory performance and price negotiation, for up to two (2) additional one-year terms. The terms and conditions of each extended Agreement period would remain the same as for the initial contract period.

If an extension of the contract is undertaken, and if the Successful Bidder and the Board cannot agree on a new contract, the Board shall have the right to terminate the Agreement without further obligation.

Pricing for any subsequent extension years (if any) will be mutually agreed upon, in writing, by the Contractor and the Board.

1.4 Non-Exclusive Contract Award

Any Contract Award (in whole or in part) shall be made on a non-exclusive basis and the Board shall be entitled to contract for identical or similar goods or services from any other Source at any time during the term of any contract awarded.

1.5 Pricing

All quoted prices must be for Goods and Services and Work provided in full compliance with the "Tender" and "Agreement" documents. All prices are to be entered on Appendix B, Bid Price Form and all charges must be included.

The successful Bidder will be required to provide, at their own expense, all labour, appropriately licensed vehicles, fuel, tools, supplies, equipment, supervision, administration and any other item as may be necessary for the execution of the work described herein.

Quote prices before HST – Harmonized Sales Tax.

Firm price must be quoted for each year of the Three (3) year contract term. Price evaluation will be based on the total quoted prices for the Three (3) years.

All prices shall be provided in Canadian funds and shall include all applicable customs duties, tariffs, overhead, materials, fuel, mileage, travel, office support, profit, permits, licenses, labour, carriage, insurance, Workplace Safety Insurance Board costs, and warranties, and further shall

not be subject to adjustment for fluctuation in foreign exchange rates.

1.6 Definitions

1. "Addenda/Addendum" means those documents formally amending this Tender.
2. "ADSB" or "Board" means the Algoma District School Board whose office is at 644 Albert St. E., Sault Ste. Marie, Ontario P6A 2K7.
3. "Agreement" or "Contract" means the written agreement to be entered into by the Successful Bidder with the Board pursuant to this Tender.
4. "Applicable Law" and "Applicable Laws" means any common law requirement and all applicable and enforceable statutes, regulations, directives, policies, administrative interpretations, orders, by laws, rules, guidelines, approvals and other legal requirements of any government and/or regulatory authority in effect from time to time.
5. "Bid Coordinator" means the individual identified in the Tender document.
6. "Bidder" means an entity that has submitted a Tender in response to and in accordance with this Tender or a potential Bidder.
7. "Bid Deposit" means the deposit specified (if any).
8. "Closing Date and Time" means the date and time by which the Bidder is to submit a Tender to the Board.
9. "Conflict of Interest" means any situation or circumstance where, in relation to the performance of its obligations under the Agreement, the Bidder's other commitments, relationships or financial interests (i) could or could be seen to exercise an improper influence over the objective, unbiased, and impartial exercise of the Board's independent judgment; or (ii) could or could be seen to compromise, impair, or be incompatible with the effective performance of the Bidder's obligations under the Agreement.
10. "General Conditions" means the terms and conditions of the Request for Tender and of the Agreement which the Successful Bidder will enter into.
11. "Grass Cutting Services" means all grass cutting and trimming services as described in this document.
12. "Preferred Bidder" means the Bidder that the Board has identified as the highest- ranked Bidder in accordance with the evaluation process.
13. "Selected Bidder" or "Successful Bidder" means the Bidder or Bidders recommended for potential contract award as a result of this Tender.
14. "Services" means the services intended to be procured pursuant to this Tender.
15. "Tender" or "Submission" means a Bidder's submission made in response to this Tender.
16. "Tender Submission Deadline" means the Tender submission date and time as set out in the Tender and which may be amended from time to time in accordance with the terms of this Tender.
17. "Unfair Advantage" means any conduct, direct or indirect, by a Bidder that may result in gaining an unfair advantage over other Bidders, including but not limited to (i) possessing, or having access to, information in the preparation of its Tender that is confidential to the Board and which is not available to other Bidders, (ii) communicating with any person with a view to influencing, or being conferred preferred treatment in, the Tender process, or (iii) engaging in conduct that compromises or could be seen to compromise the integrity of the Tender process and result in any unfairness.
18. "Work" means the total goods and/or services to be procured pursuant to this Tender.

2. Instructions to Bidders

2.1 Tender Documents

Bidders shall promptly examine the entire Tender documents after receipt. Any errors, omissions or ambiguities discovered therein should be immediately reported by email to the Bid Coordinator named in Article 2.2 Correspondence Information prior to the Bidder Deadline for Questions. All submissions must be provided in English and pricing is to be in Canadian funds.

If necessary and provided time permits, Addenda may be issued to all Bidders before the Closing Date and Time. Clarifications or information provided orally by the Board, or any other person, in response to inquiries, are not binding on the Board and should not be relied upon by any Bidder unless a confirming Addendum is issued.

All information entered on the Tender is to be typewritten or entered in ink. No pencil entries will be considered. Erasures or overwriting must be initialed in ink by the person signing this Tender.

2.2 Correspondence Information

Bidders must direct all questions regarding the Tender to the Bid Coordinator via e-mail, by the Bidder Deadline for Questions date and time stated in the Event Schedule item 2.6.

Bid Coordinator: Shannon Shewfelt
Email Address: shewfes@adsb.on.ca

Bidders that fail to comply with the requirements to direct all communication to the Bid Coordinator may be disqualified from this Tender process. Without limiting the generality of this provision, Bidders shall not communicate with or attempt to communicate with the following as it relates to this Tender: any employee or agent of the Board, other than the Bid Coordinator, and any member of the Board's governing body including, without limitation, the directors, officers, trustees, superintendents and any advisors thereto.

Questions received after the above date and time will not be considered and will not be answered. All written questions will be reviewed by the Board.

The Board will not be responsible for, and will not be bound by, interpretations, instructions, additions, clarifications, deletions, corrections, changes, alterations or amendments communicated orally, or in any manner other than by written Addenda

2.3 Addenda

If the Board determines that an answer is warranted for submitted questions, questions and its answer will be included in an Addendum. The Bidder submitting the question will not be identified. In setting out the questions and providing responses, the Board may answer similar questions from different Bidders only once, edit the questions for purposes of clarity, and may ignore questions or requests for clarification that are obscure, ambiguous or unclear. Any interpretation, addition, deletion, correction, change or alteration to the Tender will be made by Addendum.

Bidders will be advised in writing by Addenda of required interpretation of, additions to, deletions from, corrections to, changes to, or alterations to requirements of this Tender. All Addenda shall become an integral part of the Tender and shall be allowed for and taken into account in arriving at the prices to be set out in the Bid Price Form Appendix B. Before submitting its Tender, each

Bidder shall be responsible for ensuring that it has received all Addenda that have been issued. Addenda will not be issued by the Board after the time and date noted above. All Addenda are to be signed, dated and enclosed in the Tender submission.

Any issued Addenda will be posted on the following website:

<https://www.adsb.on.ca/tender-notices>

It is the sole responsibility of each potential bidder to check the noted website on a regular basis for Addenda. Any bids received that do not include posted addenda may be rejected.

Bidders shall not rely on oral instructions, clarifications, comments or statements of any kind. Neither the Board nor any of the Board's consultants will be responsible for, or bound by, oral instructions, clarifications, comments or statements of any kind. Clarifications will only be issued in the form of written Addenda where the Board deems it necessary.

2.4 Site Visit – Non-Mandatory but Highly Encouraged

Bidders are highly encouraged to examine the site in order to fully ascertain an understanding of the scope of work, and the nature and extent of all labour, equipment and services required.

Bidders shall make their own arrangements to visit the site by emailing Mona Kingshott and Ryan Finnemore advising them with the date and time of the planned visit(s).

Email Address: kingshott@adsb.on.ca and finnemr@adsb.on.ca

Bidders should:

Examine and satisfy themselves with all site-specific conditions affecting the work at sites, and the scope of work to be done.

Familiarize themselves with any potential obstacles and obstructions.

Accept full responsibility for any error, neglect or omission occurring during any examination or site visit. This responsibility extends to all acts, errors or omissions of the Contractor, Contractor's employees, subcontractors, or agents working on behalf of the Contractor. No claim for additional compensation or time extensions will be entertained on the grounds of a failure to examine the sites or a misunderstanding of the Scope of Work.

Recognize that information contained herein is furnished in good faith for guidance purposes, but in no way provides relief from these responsibilities.

By submission of their Tender, it is understood that Bidders have examined, assessed and/or are aware of all conditions of the site in forming their bid.

Any Questions arising from the site visit, are to be emailed to the Bid Coordinator.

2.5 Contractor's Meeting and Site Review

Once the contract has been awarded, the Successful Bidder will be required to meet with a Board Representative to discuss the Scope of Work and Specifications, review the site map, and confirm expectations of grass cutting services at this site.

2.6 Tender Submission Deadline

In order for your Tender to be considered it must be received on or before the Tender Submission Deadline as set out below:

Closing Date: **Thursday October 22, 2026**

Closing Time: Before **2:00 p.m.** local time at reception desk

Attention: Shannon Shewfelt – Purchasing Department

Delivery Location: Algoma District School Board - Receptionist-Front Desk
644 Albert St. East, Sault Ste. Marie, Ontario P6A 2K7

Important Note: The Board Reception area is open from 8:30 am to 12:00 pm and 1:00pm to 4:30pm.

Number of Copies: Tenders are to include (1) signed original copy of your response to the Tender **and** one electronic copy (USB Memory Stick). All written documents in your electronic submission should be in MS-Word or PDF format. Bid Price Form – Appendix B is to be submitted in MS-Excel format.

THE RESPONSIBILITY OF DELIVERING DOCUMENTS TO THE CORRECT LOCATION BY THE CORRECT TIME AND DATE SHALL REST ENTIRELY WITH THE BIDDER.

The Tender must be received and time and date stamped by the Board receptionist before the Closing Date and Time specified in the Tender.

The Board will not accept any Tender not received at the address noted above by the Closing Date and Time. Such Tender will be returned to the Bidder, unopened. Records will be kept of all returned Tenders.

Event Schedule

ACTIVITY	DEADLINE
Issue Date of Tender:	October 5, 2026
Bidder Deadline for Questions:	October 16, 2026 12:00pm
Tender Submission Deadline:	October 22, 2026 - 2:00 pm local time in Sault Ste. Marie, Ontario
Rectification Period:	3 business days
Anticipated Award Date:	October 30, 2026

The Board may change the Event Schedule in its sole and absolute discretion at any time prior to the Tender Submission Deadline.

2.7 No E-mail or Fax

The Board does not accept or consider Tender submissions transmitted by facsimile, email or sent by any other electronic means.

2.8 Tender Irrevocability

A Tender shall be irrevocable by the Bidder for thirty (30) calendar days from the Tender Submission Deadline.

2.9 Waiving Non-Compliance

This Tender contains the requirements that must be substantially complied with by each Bidder in order for the Bidder's Tender to receive consideration. If, in the sole discretion of the Board, the Tender does not substantially comply with each of the requirements, the Tender may be disqualified and the Board may not give the Tender any further consideration. For the purpose of this Tender "substantial compliance" with a requirement set out herein means compliance with the material components of the requirements of the Tender with only very minor irregularities.

2.10 Rights of the Board-General

The Board reserves the right to:

- (a) exercise any of the rights set out in the Tender;
- (b) make public the names of any and all Bidders;
- (c) alter any dates in the Tender as they relate to the Tender process at any time prior to or after the Closing Date and Time;
- (d) cancel this bid process at any stage;
- (e) cancel this bid process at any stage and issue a new Tender for the same or similar deliverables;
- (f) reject any or all Tenders at the Board's sole discretion including without limitation all Tenders which exceed the Board's budget;
- (g) make changes, including substantial changes, to this Tender in the manner set out herein;
- (h) waive any informality or irregularity whether material or immaterial (at the Board's discretion) without this Tender being considered to be amended;
- (i) request written clarification or the submission of supplementary written information from any Bidder and incorporate such clarification or supplementary written information into the Bidder's Tender, at the Board's discretion, provided that any clarification or submission of supplementary written information shall not be an opportunity for the Bidder to correct errors in its Tender or to change or enhance the Bidder's Tender in any material manner;
- (j) meet with some or all Bidders to discuss aspects of their Tender;
- (k) verify with any Bidder, or with a third party, any information set out in a Tender;
- (l) verify with any Bidder it satisfies the conditions for participation and is capable of fulfilling the terms of the contract
- (m) verify with any Bidder it satisfies the conditions for participation and is capable of fulfilling the terms of the contract where in the sole discretion of the Board, it receives a submission from a Bidder with a price that is abnormally lower than prices in other Tenders;
- (n) not proceed with awarding a contract to any Bidder, including the highest scoring Bidder, lowest price Bidder, or a sole Bidder if only one submission is received, if, in the sole discretion of the Board, the submitted pricing is deemed not to be cost-effective and may pose a challenge to the Board's budget. In such cases, the Board may, at its sole discretion, choose to negotiate with any one or more Bidders, cancel the Tender, or issue a new Request for Tender to seek additional submissions from the market.

- (o) check references other than those provided by a Bidder;
- (p) disqualify any Bidder whose submission contains misrepresentations or any other inaccurate or misleading information;
- (q) waive any information or minor irregularity at the Board's discretion (without this bid being considered to be amended);
- (r) afford an opportunity to a Bidder to correct unintentional errors of form between the opening of Tender and the awarding of a contract and, if it does so, the Board shall afford the same opportunity to all participating Bidders;
- (s) disqualify any Bidder or the submission of any Bidder who has engaged in conduct prohibited by this Tender;
- (t) disqualify any Bidder whose capacity, integrity, or financial ability is judged by the Board in its sole and unfettered discretion, to be unable to complete the requirements of the Contract;
- (u) disqualify any Bidder whose previous experience with the Board has been unsatisfactory to the Board in its sole and unfettered discretion;
- (v) to negotiate;
- (w) select only one Bidder or two or more Bidders as Preferred Bidders;
- (x) if only one submission is received, elect to negotiate or not negotiate an agreement with the Bidder;
- (y) terminate negotiations of an Agreement with any Preferred Bidder at any time and for any reason without liability to such Bidder;
- (z) negotiate minor changes or variations to this Tender with the successful Bidder without recalling the Tender;
- (aa) reject any, any part, or all submissions;
- (bb) accept any bid that is in its own best interest; and
- (cc) the lowest or any submission will not necessarily be accepted.

These reserved rights are in addition to any other rights which may be implied in the circumstances, and the Board shall not be liable for any expenses, costs, losses or any direct or indirect damages incurred or suffered by any Bidder or any third party resulting from the Board exercising any of its express or implied rights under this Tender.

2.11 Rights of the Board – Preferred Bidder

In the event that the Preferred Bidder fails or refuses to execute the Agreement within seven (7) days from being notified of its position as the Preferred Bidder, the Board may, in its sole discretion:

- a) extend the period for concluding the Agreement, provided that if substantial progress towards executing the Agreement is not achieved within a reasonable period of time from such extension, the Board may, in its sole discretion, terminate the discussions;
- b) exclude the Preferred Bidder's Tender from further consideration and begin discussions with the next highest-ranked Bidder without becoming obligated to offer to negotiate with all Bidders;
- c) exclude the Preferred Bidder's Tender from further consideration in the event the Preferred Bidder fails to obtain any required permits, licenses and approvals, and begin discussions with the next highest-ranked Bidder without becoming obligated to offer to negotiate with all Bidders; and
- d) exercise any other applicable right set out in this Tender, including but not limited to, cancelling the Tender and issuing a new Tender for the same or similar Goods and Services.

2.12 Discussions with Preferred Bidder

After identifying the Preferred Bidder, if any, the Board may attempt to finalize the terms and conditions of the Agreement with the Preferred Bidder, or it may, in its sole discretion,

- (a) prior to making the award, enter into a letter of intent with the Preferred Bidder, on terms satisfactory to the Board, as an interim measure; and
- (b) Negotiate changes, amendments, or modifications to the Preferred Bidder's Tender.

The Board shall at all times be entitled to exercise its rights under Article 2.11 (Rights of the Board – Preferred Bidder).

For certainty, the Board makes no commitment to the Preferred Bidder that the Agreement will be executed. The Preferred Bidder acknowledges that the commencement of any discussions does not obligate the Board to execute the Agreement.

2.13 Disqualification of Tender

The Board, without liability, cost or penalty, in its sole discretion, may disqualify any Tender at any time during the Tender process if, in the opinion of Board one or more of the following events occur:

- a) it contains incorrect information;
- b) it is unresponsive to this Tender;
- c) the Bidder fails to cooperate with the Board in its attempts to clarify information or evaluate the Tender;
- d) the Bidder misrepresents any information provided in its Tender;
- e) it is incomplete or is not signed by the Bidder where required;
- f) the Tender, on its face, reveals a Conflict of Interest or Unfair Advantage;
- g) a change has occurred in the management or ownership structure of the Bidder;
- h) if the Bidder or one of its permitted subcontractors is currently engaged in any lawsuit or any alternative dispute resolution, investigation or claim with Board;
- i) the Bidder is in breach of its obligations under any other Board agreement or has an unsatisfactory performance record in any other agreement with Board; or
- j) the Bidder has engaged in conduct prohibited by this Tender.

2.14 Exclusion of Certain Contractors

If there is supporting evidence, the Board may exclude a Bidder from participating in the Tender on grounds such as:

- bankruptcy or insolvency;
- false declarations;
- significant or persistent deficiencies in performance of any substantive requirement or obligation under a prior contract or contracts;
- being engaged in any lawsuit or any alternative dispute resolution, investigation or claim with Board;
- final judgments in respect of serious crimes or other serious offences;
- professional misconduct or acts or omissions that adversely reflect on the commercial integrity of the Bidder; or
- failure to pay taxes.

3. Statement of Requirements/Scope of Work

3.1 Scope of Work

The Successful Bidder must perform the Grass Cutting Services to the satisfaction of the Board in accordance with the requirements of this Tender, and the Sample Form of Agreement (see attached Appendix C).

The Successful Bidder is required to ensure that their employees, working at Board locations are properly trained in accordance with applicable safety legislation and standards, and without limiting the generality of the foregoing hold all licenses, permits, approvals or certificates required to carry out these services under this Agreement.

The Successful Bidder will be responsible for ensuring that the quality of the work performed by their employees is completed to the satisfaction of the Board.

The Successful Bidder is responsible for all damage to the Board's or neighboring properties, including contents, caused by the Contractor or its personnel, and shall indemnify and hold harmless the Board from all related claims and injuries.

Any damages to the Board or neighbouring properties caused by the Successful Bidder must be immediately reported and repaired to the complete satisfaction of, and at no cost to the Board, within an agreed upon time period. If the Successful Bidder fails to repair damage within the agreed upon time period, the Board reserves the right to engage another contractor to make the repairs and invoice the Successful Bidder for the repair costs.

It is the expectation of the Board that any concerns expressed directly to the successful Bidder or expressed to any employee(s) of the successful Bidder, will be addressed in a professional and timely manner to the satisfaction of the Board.

Bidders are to adhere to the specifications. If a Bidder is unable to comply with any part of the specifications, it is to be stated so in the Tender Submission. Bidders are not to deviate from the specifications unless expressed authorization has been given from Plant Department personnel – not school principals, carestaff or other school staff members.

3.2 Grass Cutting and Trimming Location

School Name	Address	City / Province
Hornepayne JK-12 Public School	162 Fourth St.	Hornepayne, ON

3.3 Site Map

Refer to Appendix G – Grass Cutting Map, to view the site map for this location.

The Site Plan for this location has been provided for information purposes only to outline the grass cutting and trimming areas. The site plan represents an approximation of the green space only. ADSB has made every effort to ensure accurate representation has been diagrammed for this location. This information provided is solely to be used as a guideline for Bidders.

3.4 Mowing and Trimming

Mowing – Grass cutting service is to be provided once every two weeks. The following grass cutting schedule is to be followed, with service dates to take place within three (3) days of the dates noted below. Total number of cuts = 11. These dates may vary slightly.

Total number of cuts = 11

May 17	June 14	July 12	August 9	September 6	October 4
May 31	June 28	July 26	August 23	September 20	

It is the expectation of the Board that the successful Bidder will be available outside of the schedule listed above should conditions require additional cutting beyond those dates. Additional cuts must be authorized by Board staff.

The Board reserves the right to adjust the number of cuts (increase or decrease), or cutting schedule at any time should excessive growth or drought conditions occur or property use requirements change.

Any changes to the scope of work or related instructions must be authorized solely by ADSB Plant Department staff. Authorization from school personnel or any other parties is not valid.

- Before mowing, the successful Bidder will be responsible for ensuring that the area being cut is free of any garbage, paper, debris, rocks, sticks, etc. that may result in damage to any of the Contractor's equipment or to the Board's property. The Board will not be held responsible for any damage that may occur during the completion of work.
- Immediately notify the Plant Department if they observe any unsafe conditions on school grounds such as holes or uneven areas, that could pose a tripping or ankle-injury hazard to staff, students or others.
- Do not damage the bark at the base of the trees or shrubs.
- Grass cutting shall include boulevards in the areas from the school property to the street.
- Grass cutting operations shall not take place during school hours, nor after 10:00 pm.

Trimming

- After every mowing operation, trim all grass, including weeds along parking lots, driveways, concrete curbing, building walls, ditches, fences and structures.
- Trimming services will include all signposts, trees, building perimeter, play structure surrounds, property and perimeter fencing and any other obstruction(s) on the grounds which may limit larger equipment from safely maintaining these areas.
- Ensure that grass clippings are removed from walkways, parking lots, courtyard and entrances.

3.5 Equipment, Supplies, Labour

The Contractor will supply at their expense, all labour, equipment and supplies necessary to carry out Tender requirements.

All equipment must be equipped with all necessary standard safety devices.

Bidders are to provide a list of equipment that will be used in the performance of the contract in Equipment List Appendix D.

All equipment shall be maintained by the Contractor and be in good mechanical condition throughout the contract term. The Board reserves the right to cancel the contract if frequent mechanical breakdowns occur.

3.6 Changes to Duties and Practices

In the event of increased or decreased service requirements or unforeseen circumstances, duties/practices and service requirements may change at any time during the term of the agreement.

During the term of any contract awarded, there could be changes to the size and/or shape of an area that requires the service described in this Tender. Under any such circumstance, the Board reserves the right to negotiate with the successful Bidder for adjustments in prices. If the Board and successful Bidder cannot agree on a new price, the Board shall have the right to terminate the contract for the site in question, without further obligation.

3.7 Performance of the Work

The Board is required to manage contracts in a responsible and effective manner. In order to ensure the Board is holding Bidders accountable for their contractual obligations, the Board will monitor Bidder performance. Acts or incidents considered serious by the Board may result in immediate termination of the Agreement and suspension of bidding privileges for an indeterminate amount of time.

In the event of poor, unacceptable or unsatisfactory performance the following steps will be taken:

- The Board may at its sole discretion issue a warning to the Bidder identifying the unsatisfactory performance and requiring the Bidder to correct the same.
- The Bidder will be given the opportunity to respond to the concern and remedy the deficiency in an agreed upon time period..
- Failure to resolve performance issues may result in cancellation/termination of the contract and or the suspension of bidding privileges for an indeterminate amount of time.
- If the Bidder has been issued one prior notice, the issuance of a second notice, whether related to the same default in performance or not, may result in immediate termination of the contract and suspension of bidding privileges to the Board for an indeterminate amount of time.
- Until the Board is satisfied that the unsatisfactory performance has been corrected, the Board may hold back any payment or amount sufficient to rectify the unsatisfactory performance until its requirements are met.
- The Board reserves the right to discontinue the services of a successful Bidder at any time

during the Contract, if performance is found to be unsatisfactory.

The Board reserves the right to carry out regular reviews of the Bidder's performance as it relates to but not limited to Board satisfaction and quality of services. Positive performance may lead to contract extensions for remaining potential extension years. Where deficiencies in performance are noted, the Board and Bidder shall agree on the measures to be taken by the Bidder to improve its performance to a satisfactory level. Where a Bidder fails or refuses to implement measures as provided above, the Board shall take the following steps:

- Issue a written warning to the Bidder, identifying the unsatisfactory performance, and requiring the Bidder to correct the same.
- Issue a rectification notice setting out the manner and timeframe for rectification and warning that the Bidder may be terminated without further warning if unsatisfactory performance is not corrected within the timeframe agreed to by the Board. The Bidder shall either: (a) comply with that rectification notice; or (b) provide a rectification plan satisfactory to the Board.
- Failure to comply with rectification requirements and resolve performance issues may result in cancellation/termination of the contract and suspension of bidding privileges for an indeterminate amount of time.

4. Written Tender Requirements

4.1 Mandatory Requirements

Mandatory Requirements are requirements that must be met by all Bidders. Failure to comply with these requirements shall render the entire response non-compliant. The Board may waive or enforce non-compliance with any or all other requirements.

- Form of Offer Appendix A
- Bid Price Form Appendix B
- Equipment List Appendix D
- Reference Form Appendix E
- Bidder Conflict of Interest Disclosure Form Appendix F

4.2 Additional Documentation

If your Tender is accepted by the Board you agree to provide the following additional documentation within seven (7) working days of award:

- A current, valid certificate of insurance showing the Board as an additional insured;
- A current, valid certificate of clearance from the Workplace Safety & Insurance Board;
- Prior to commencement of work, a Criminal Background Check including Vulnerable Sector Police Record Check must be provided for all staff.

5. Evaluation and Award Process

5.1 Tender Evaluation

The Bidder is responsible for ensuring all requested requirements within the Tender document are addressed in order to facilitate a full evaluation by the Board. Failure to submit all required

documents and information may be deemed sufficient cause for disqualification of a Bid from further consideration for award.

Evaluations will be based on, but not necessarily limited to the following:

- Cost to ADSB – it is the intent of the Board to award to the lowest Bidder who at the sole discretion and judgement of the Board, best meets all of the requirements of the Tender. The lowest or any Tender will not necessarily be accepted.
- Qualifications, Experience, Staffing - Bidders are to provide a brief company background to demonstrate their qualifications, experience and staffing capabilities as it relates to the work described in this Tender.
- List of Equipment to be used for completing requirements
- Each submission shall include completed References Form – Appendix E, and include two (2) references, preferably from contracts of similar size and complexity
- Prior Experience - Past performance and satisfaction with services provided to ADSB will be considered. This will include, but will not necessarily be limited to the following items Quality of Work, Timeliness, Responsiveness, Professionalism

The Board reserves the right to award to the Bidder that, in its sole discretion, it deems to be in the best interest of the Board. The Board reserves the right to accept any Tender that it feels most fully meets evaluation criteria, therefore the lowest cost bid or any bid may not necessarily be accepted.

5.2 Tie Break:

In the event that two or more Bidders submit identical low bids, the Board reserves the right, at its sole discretion, to award the contract to the Bidder it determines to be in the Board's best interest.

5.4 Debriefing:

A Bidder may contact the Bid Coordinator to request a debriefing. Any requests for debriefing must be made, in writing to the Board within 60 days from award notification. The intent of the debriefing information session is to aid the Bidder in presenting a better Tender in subsequent procurement opportunities.

5.5 Bid Protest Procedure

In the event that a Bidder wishes to review the decision of the Board in respect of any material aspect of the Tender process, and subject to having attended a debriefing, the Bidder shall submit a protest in writing to the Tender authority within ten (10) days from such debriefing. Any protest in writing that is not timely received will not be considered and the Bidder will be notified in writing. A protest in writing shall include the following;

- a) a specific identification of the provision and/or procurement procedure that is alleged to have been breached;
- b) a specific description of each act alleged to have breached the procurement process;
- c) a precise statement of the relevant facts;
- d) an identification of the issues to be resolved;
- e) the Bidders arguments and supporting documentation; and
- f) the Bidder's requested remedy.

6. Terms & Conditions

6.1 Terms and Conditions

These terms and conditions shall govern the Tender and shall also form part of any Agreement entered into between the Board and the Successful Bidder for the provision of the Goods, the Services and/or the Work for which the Tender was issued. Where there is a conflict between the terms of the Tender and the Agreement to be entered into by the Board and any Successful Bidder, the terms of the Agreement shall govern.

6.2 General Conditions

These terms and conditions shall not in any manner be amended, modified or supplemented except by a written formal amendment executed by both parties.

The Successful Bidder must duly comply in all material respects with any and all applicable statutes, laws, regulations, ordinances, requirements, orders, by-laws, codes, directives, licenses, permits and restrictions imposed by any government authority or competent jurisdiction relative to the provision of the Goods, the Services and/or the Work hereunder.

Trade Agreements:

Bidders should note that procurements coming within the scope of any applicable trade agreements including chapter 5 of the Canadian Free Trade Agreement and chapter 19 of Canada-European Union Comprehensive Economic and Trade Agreement are subject to such agreements, although the rights and obligations of the parties shall be governed by the specific terms of this Tender.

The issuance of this Tender shall not constitute any obligation on the part of the Board to any firm or individual who submits a Tender.

This Tender and Agreement shall be interpreted in accordance with and be governed by the laws of the Province of Ontario and the Federal laws of Canada applicable thereto.

Licenses & Qualifications

During the term of the Agreement, the Successful Bidder shall maintain at its own cost, all qualifications, professional, trade or other permits, licenses or authorizations required to carry on its business and provide the Goods, the Services and/or the Work specified herein. The Successful Bidder shall also cause to have inspected, certified or otherwise approved, at its own cost, all products so required by law and provide evidence thereof upon request by the Board.

Permits

Unless specified otherwise in the Bid Documents, the Successful Bidder will pay all related fees and obtain all permits, licenses, certificates, inspections and approvals required by local jurisdictional authorities for the performance of the Work.

Information in Tender Only an Estimate

The information contained herein is contained solely as a guideline for Bidders. The Board makes no representation, warranty or guarantee as to the accuracy of the information contained in the Tender or issued by way of addenda. Any data contained in this Tender or provided by way of addenda are estimates only and are for the sole purpose of indicating to Bidders the general size of the work. Nothing in this Tender is intended to relieve Successful Bidders from forming their own opinions and conclusions in respect to the matters addressed in this Tender, and in the

Agreement.

Quantities

Quantities are subject to user requests, program changes and budget approval and may be increased or decreased when orders are placed. In no way should the information furnished be considered as a guarantee with respect to the future volume of business. The Successful Bidder shall be responsible for supplying the quantities that are eventually ordered for each item awarded during the term of the Agreement at the quoted price.

Damages

The Successful Bidder will reimburse the Board for any damages through negligence or willful acts of any of the Successful Bidder employees or contracted staff.

Lines of Communication

The Successful Bidder shall appoint a representative to manage all of the Successful Bidder's activities and provide a single point of communication with the Board. The Successful Bidder will communicate directly with the designated Board representative.

Successful Bidder's Conduct

The Board reserves the right to demand the removal of any Successful Bidder employees engaged in the Agreement if, in the Board's opinion, their conduct has been of an unacceptable nature.

Set Off of Payment

If the Successful Bidder is indebted to the Board for any reason, the Board has the right to set off the amount of the Successful Bidder's indebtedness. The set off is applied against the payments due to the Successful Bidder under this or any other agreement. The right to set off or any other action by the Board does not prejudice the Board's right to recover the balance of the Successful Bidder's indebtedness.

6.3 Delivery

Time is of the essence for the delivery or provision of the Goods, the Services and/or the Work as requested herein. Any stated delivery date must be adhered to as the Board is relying on that date for their part of its operations. Failure to comply with the time schedule herein, in providing the Goods, the Services and/or the Work may result in the Board taking further action to obtain an alternative supply, in which event the cost incurred shall be charged to the Successful Bidder up to the time that the Goods, the Services and/or the Work outlined in this document are provided. If such cost is not paid by the Successful Bidder it shall be deducted from the balance of the purchase price owing. Where it is not possible to obtain the Goods, the Services and/or the Work on or before the required date of delivery, the Board reserves the right to cancel the Agreement and charge back to the Successful Bidder the difference in cost between the contracted bid price and the acquisition cost of the alternative Goods, Services and/or Work.

6.4 Invoicing/Payment Terms

All detailed invoices must be e-mailed to the Algoma District School Board accounts payable department at ap@adsb.on.ca on a monthly basis. Invoices are to be billed by location. Applicable taxes must be shown as separate line items on all invoices. Payments will be made after the services are provided and invoices are reviewed and approved.

All invoices shall be in Canadian dollars.

Payment of invoice(s) from Successful Bidder will be arranged through Electronic Funds Transfer (EFT) via Direct Deposit into the Successful Bidder bank account. The Successful Bidder will be required to provide the Board with the necessary banking information to enable electronic fund transfers for the payment of the Goods, the Services and/or the Work.

6.5 Changes

Owner's Right to Make Changes:

The Board, without invalidating the Agreement, may make changes to the Goods, the Services and/or the Work including additions, deletions or other revisions as well as changes to the Agreement time and schedule. The Successful Bidder will submit a price or credit for changes requested by the Board. The Board will confirm acceptance of such costs or credits in writing.

Concealed or Unknown Conditions

The Board or its Consultant (when applicable) will investigate and confirm the impact of concealed or unknown conditions affecting the Goods, the Services and/or the Work discovered during performance of the Services and/or the Work. The Successful Bidder will quote or credit any cost differences required to address such conditions and will proceed upon receipt of written acceptance by the Board.

Legislated Changes

The Successful Bidder will submit pricing for acceptance by the Board in response to any Legislated Changes that occur during and prior to completion of the Agreement and have an impact on the Goods, the Services and/or the Work.

6.6 Quality

Unless otherwise specified in these Tender documents, all Goods provided must be new items in good operating condition, fit for the purpose for which they are being acquired and free from defects in workmanship and material.

The decision of the Board pertaining to the items being rejected shall be final. Any material or equipment, which in the opinion of the Board does not completely fulfill the specifications, shall be returned to the Successful Bidder at their expense. Such products will be subject to replacement or 100% refund of purchase prices at the Board's discretion. If the Goods are to be replaced, they are to be replaced within five (5) business days with the material, or equipment, that fulfills the specifications. Rejected items left longer than (5) days will be considered as abandoned and the Board shall have the right to dispose of them.

6.7 Warranty

For any goods, materials or construction work included in the Agreement, and unless specified otherwise in the Agreement Documents, the Successful Bidder will provide a minimum one-year warranty for the Work performed under the Agreement covering all labour and material costs. When manufacturer's extended warranties are available for materials and equipment provided under the Agreement, the Successful Bidder must provide copies of such warranty documents upon completion of the Agreement.

6.8 Discontinued Product

In the event that manufactured products specified in the Agreement or related documents are discontinued during the Agreement, the Board will find a suitable replacement.

6.9 Termination

The Board reserves the right to terminate this agreement for convenience at any time without liability.

The Board reserves the right to terminate this Agreement within 30 days written notice if, in its opinion, the Successful Bidder fails to meet the terms and conditions of the Agreement. Notwithstanding the termination of the Agreement, the Successful Bidder shall remain responsible for its obligations under the Agreement up to the date of termination.

If the Successful Bidder supplies Goods, Services and/or Work of inferior quality, or defaults in the performance of any of the Terms and Conditions in this Tender, the Board may give notice in writing that such default has been made. Should the Successful Bidder fail to satisfactorily remedy defaults without delay the Board may immediately award the Goods, Services and/or Work to another party to complete the Agreement. Any additional costs incurred thereby shall be the responsibility of the Successful Bidder.

The Board shall have the right to retain and set off from any monies payable to the Successful Bidder under the Agreement the total outstanding amount from time to time and for all damage claims by Board or any third parties arising out of the Agreement, which have not been resolved by the Successful Bidder or its insurer.

6.10 Labour Disruption

The Successful Bidder shall be responsible for ensuring continuous delivery of the Goods, the Services and/or the Work in the event of a labour disruption by the Successful Bidder, the Board's staff or third-party interruptions.

6.11 Continuity of Services

The Successful Bidder will ensure continuity of services with a full compliment of staff, taking into consideration vacations, sick days and other staffing matters.

6.12 Insolvency

In the event that the Successful Bidder becomes insolvent, and/or the Successful Bidder is unable or unwilling to provide the contracted Goods, Services and/or Work during the period of the Agreement, the Board shall have the right to replace the Successful Bidder with another service provider suitable to the Board in addition to all of its other rights pursuant to the terms of this Tender.

6.13 Municipal Freedom of Information and Protection of Privacy Act

The Municipal Freedom of Information and Protection of Privacy Act ("MFIPPA") applies to information provided by Bidders. A Bidder should identify any information in its Tender or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by the Board. The confidentiality of such information will be maintained by the Board, except as otherwise required by law or by order of a court, tribunal, or the Ontario Privacy Commissioner.

6.14 Personal Information Protection and Electronic Documents Act

Each Bidder represents and warrants that if the Bidder is or becomes subject to any private sector privacy legislation in responding hereto, or in carrying out its obligations under any Agreement, the Bidder will be solely responsible for compliance with such legislation.

Without limitation, the Bidder represents and warrants that if the Bidder is subject to the Personal Information Protection and Electronic Documents Act, S.C. 2000, c. 5, including any amendments thereto ("PIPEDA"), the Bidder shall ensure PIPEDA compliance of:

All PIPEDA Protected Information the Bidder collects directly from the individuals or indirectly from the Board or others;

All PIPEDA Protected Information the Bidder uses or discloses in the course of responding hereto or in performing its obligations under any Agreement; and,

All PIPEDA Protected Information the Bidder transfers or discloses to the Board.

For the purposes hereof, "PIPEDA Protected Information" means any "Personal Information" or "Personal Health Information" as such terms are defined in PIPEDA.

6.15 Accessibility for Ontarians with Disabilities Act

The Board is committed to the highest possible standards for accessibility. Bidder must be capable to recommend and deliver, as appropriate for each Deliverable, accessible and inclusive Services consistent with the Ontario Human Rights Code (OHRC), the Ontarians with Disabilities Act, 2001 (ODA) and Accessibility for Ontarians with Disabilities Act, 2005 (AODA) and its regulations in order to achieve accessibility for Ontarians with disabilities.

In accordance with Ontario Regulation 429-07 made under the Accessibility for Ontarians with Disabilities Act, 2005 (Accessibility Standards for Customer Service), the Board has established policies, practices and procedures governing the provision of its services to persons with disabilities. These policies, practices and procedures are available for review at

<https://www.adsb.on.ca/accessibility>

The Successful Bidder is required to comply with the Board's accessibility standards, policies, practices, and procedures, which may be in effect during the term of the Agreement and which apply to the Goods, Services and/or Work to be provided by the Bidder. The Bidder must ensure that its employees have completed the requisite training identified by the Ministry responsible for the AODA prior to providing the Services hereunder. The Bidder is to ensure that training records are maintained, including dates when training is provided, the number of employees who received training and individual training records. The Bidder is to ensure that this information is available to the Board during the Term of this Agreement.

6.16 Indemnity

The Contractor shall at all times indemnify and save harmless the Board, its employees, officers, trustees, agents, and its successors and assigns from and against any and all liabilities, damages, losses, allegations, claims, costs, damages, expenses, suits, settlements, awards or proceedings (including without limitation legal expenses) penalties or fines arising out of:

- a. the costs of defending, counter-claiming or claiming over against third parties in relation to any action or matter including legal fees, costs and disbursements on a substantial indemnity basis

and at all court levels;

- b. any cost, liability or damage arising out of a settlement of any action entered into by the Contractor on behalf of the Board which at any time or from time to time may be paid, incurred or asserted against the Board; and
- c. any losses, damages, claims, taxes, deductions or any claims whatsoever made by the Contractor or the Contractor's representative, or employee of the Contractor or any government or regulatory body premised on the Contractor or the Contractor's representative or employee being an employee of the Board, or having employee rights, as a direct or indirect result of the performance of the obligations of the Contractor pursuant to this Agreement. This Section shall survive the termination of this Agreement.
- d. any injury to persons (including injuries resulting in death) or loss of or damage to property of others which may be or be alleged to be caused by or suffered as a result of the provision of all or part of the Goods, Services and/or Work pursuant to this Agreement, except to the extent that such injury, loss or damage has been caused by the negligence of the Board; and
- e. any liens, claims, charges, or other encumbrances affecting any materials, parts, work-in-progress, or completed Software that have been delivered to the Board or paid for by the Board, including, without limitation, construction liens.

6.17 Indemnification for Intellectual Property

The Successful Bidder shall defend, indemnify and hold the Board harmless from all third-party intellectual property claims relating to inventions, copyrights, trade secrets, trademarks or patents arising from any labour and materials furnished for the Work.

6.18 Health and Safety Regulations

CSA/ULC Standards

All applicable material, equipment or Goods supplied by the Successful Bidder must meet all of the current standards of the Electrical Safety Authority of which CSA and ULC are examples. Appropriate labels must be affixed to the equipment, including one for the entire assembly or unit and must have a sticker from an ESA recognized certification. All equipment requiring approval (Ontario Hydro One, C.S.A., ULC, etc.) shall be completely assembled and shall bear a label showing approval of assembly prior to delivery.

Occupational Health and Safety Act

The Successful Bidder agrees to observe strictly and faithfully the provisions of the Occupational Health and Safety Act (OHSA) and all regulations and rules and agrees to indemnify and save the Board harmless from any breach or breaches of the OHSA. The Successful Bidder agrees to assume full responsibility for the enforcement of the OHSA to ensure compliance therewith and further acknowledges and agrees that any such breach or breaches by itself or any of its sub-Bidders may result in the immediate termination of this Agreement herein and the forfeiture of all sums owing to it by the Board. The Successful Bidder will be fully responsible to ensure the safety of all workers, students, staff and general public. Only competent and skilled personnel will be provided by the Successful Bidder under this Agreement. It is understood that the Successful Bidder is considered to be the "Constructor" as defined under the Occupational Health and Safety Act for any construction Work performed under the Agreement.

Every person who supplies any machine, device, tool, equipment or service to the Board shall ensure that the machine, tool, device, equipment or service complies with the OHSA and Regulations of Industrial Establishments. The “Burden of Proof” rests with the Successful Bidder.

Tools and Equipment

Any equipment, tools, supplies, materials, parts or any other items delivered to the job site by the Successful Bidder prior to, during or after carrying out the Work will be at the Successful Bidder's own risk and the Successful Bidder will be entirely responsible for same.

Removal and Disposal

All materials specified herein for removal and disposal shall be handled by the Successful Bidder in accordance with the Environmental Protection Act, Ministry of Environment Guidelines and the regulations thereunder, including ‘Ontario Regulation 347 - General Waste Management’ and ‘Ontario Regulation 103/94 – ICI Source Separation’. The Successful Bidder must leave the entire job site in an orderly condition upon the completion of the Work. Successful Bidder's Bid Price shall include all disposal fees.

Workplace Hazardous Materials Information System (WHMIS)

The Successful Bidder shall provide a list of all controlled hazardous materials or products containing hazardous materials, all physical agents or devices or equipment producing or emitting any substance, compound, product or physical agent that is deemed to be or contains a designated substance in accordance with all applicable laws and regulations.

The Successful Bidder must comply with the most recent Workplace Hazardous Materials Information System (“WHMIS”) legislation. The Successful Bidder must supply Safety Data Sheets for all materials or products used in the performance of the Work, in accordance with the WHMIS as defined under the Ontario Health & Safety Act.

6.19 WSIB Certificate of Clearance

The Contractor will be required to submit a current, valid Certificate of Clearance indicating that the Contractor's firm is in good standing with the Workplace Safety and Insurance Board. The certificate must be submitted prior to commencement of work. Valid WSIB certificates obtained (either quarterly or annually) throughout the life of this agreement must also be submitted to the Board Office.

If the Contractor is an independent operator, sole proprietor, or partner in a partnership deemed exempt from mandatory WSIB coverage under the Workplace Safety and Insurance Act, 1997 (WSIA), the Contractor must submit documentation proving their exemption status (e.g., a formal WSIB Clearance Certificate showing they are exempt, or a letter from WSIB affirming exemption) prior to the commencement of work. The Contractor must promptly notify the Board Office if their status changes and they become required to have WSIB coverage during the term of this agreement.

6.20 Insurance

Successful Bidder will obtain a comprehensive policy of general liability and property damage insurance coverage with an insurer licensed to carry on business in the Province of Ontario, with limits not less than two million dollars (\$2,000,000.00) per occurrence, exclusive of interest and costs, against loss or damage resulting from bodily injury to, or death of, one or more persons and loss of, or damage to the Board's property or any other public or private property resulting from or arising out of any act or omission on the part of the Successful Bidder, its officers, employees or agents. Such coverage to include (but is not limited to):

- i. Third party liability coverage for non-owned automobile in the minimum amount of Two Million Dollars (\$2,000,000) per occurrence;
- ii. Licensee's legal liability and contractual liability.

The Board shall be added as an additional insured on such policy. Cancellation of coverages shall be so notified to the Board by mailing at least 60 days' written notice to the Insured at the address stated herein, except for Non-Payment of premium, which is 15 days by Registered Mail or 5 days' hand delivered.

Successful Bidder shall also carry third party liability insurance for owned/leased vehicles in the minimum amount of two million dollars (\$2,000,000) per occurrence, in the event the Successful Bidder has owned/leased vehicles driven on the Board's property.

Successful Bidder shall also carry, if desired:

- iii. Business Interruption Insurance;
- iv. All Risk Property Policy for property of every description and kind owned by the Successful Bidder, or for which the Successful Bidder is legally liable, including, without limitation, stock-in-trade, furniture, equipment, and trade fixtures, in an amount not less than the full replacement cost thereof from time to time; and,
- v. a Crime Policy;
- vi. any other types of insurance to protect its interest.

Should the Successful Bidder determine it does not desire to carry the insurance coverages in subparagraphs iv, v, vi and vii above, the Successful Bidder acknowledges that the Board does not carry such insurance coverages for the Successful Bidder and the Board will not be responsible for loss or damage suffered by the Successful Bidder and/or those whom the Successful Bidder may be responsible for at law, which might typically be covered under such policies of insurance.

Upon execution of the Contract, Successful Bidder will provide a Certificate of Insurance indicating the above coverages and will provide a renewal Certificate of Insurance upon renewal of its policy(ies) until such time as this Contract has terminated.

Successful Bidder shall be liable for any loss or damage to any of Board owned equipment, which loss, damage or injury is or may be caused by or arise out of, either wholly or in part, the negligence of the Successful Bidder and/or its officers, employees or agents.

6.21 Warranties

In entering into the Agreement, the Successful Bidder warrants that:

It has the status, capacity and authority to enter into the Agreement and that it is unaware of any facts that would prevent it from fulfilling its obligations under the Agreement.

It is free of any contractual or statutory rights or obligations in favour of any third party that would prevent or impair it from entering into or fulfilling its obligations in the Agreement.

By entering into the Agreement and fulfilling its obligations thereunder, it will not knowingly be in breach of any existing Agreement or any statute, law, rule or regulation of any federal, provincial or local government or administrative agency.

It has the experience, expertise and resources necessary in order to fulfill its obligations under the Agreement. All Work to be carried out by the Successful Bidder under the Agreement shall be carried out in a competent manner and meet or exceed the standards for such work as are generally acceptable in the industry.

It shall ensure that all equipment or property of any kind, including all keys, loaned to a Successful Bidder or permitted sub-Bidder under the Agreement shall be used solely for the purpose and in the manner specified by the Board in connection with the delivery of the Goods and the Services and the Successful Bidder shall ensure that all such equipment or property is protected at all times from theft, weather damage of any kind and all other possible danger and shall immediately upon termination of the Agreement or if otherwise requested by the Board return all such equipment and property to a location designated by the Board. Any breach of this clause shall be reported immediately to the Board.

The security and safety procedures in place at the Board's facilities shall be followed.

6.22 Environment

The Board makes every effort to model and promote responsible and sound environmental practices.

The Board strives to develop and implement environmentally responsible purchasing practices and to competitively procure, whenever possible, environmentally appropriate and ecologically sound products.

6.23 Services Performed on School Property

The Successful Bidder agrees to abide and be bound by all applicable rules and regulations of the Board for work done on Board property.

6.24 Operation of Motorized Vehicles on Board Property

While on school property the driver of the vehicle and their assistants must comply with Board requirements regarding operation of motorized vehicles on the Board Property including the following:

Prior to entering onto Board property, the vehicle, driver and any assistant(s) must have valid insurance coverage for any accidents occurring on Board property.

Vehicles shall not enter or be parked in Board schoolyards without prior authorization of the school Principal or designate.

It is recommended that the vehicle be locked when left unsupervised.

No vehicle shall be left running while parked on Board property.

The Board will not be responsible for any theft of or any theft from, vehicles operated by the Successful Bidder.

When returning to an unattended vehicle and before it is driven, the driver must circle the vehicle to ensure that no child is hiding behind or under the vehicle.

Any accidents, no matter how minor, must be reported immediately to the school Principal.

6.25 Criminal Record Check

The Contractor covenants and agrees to obtain a Criminal Background Check including a Vulnerable Sector Police Record Check every year covering offences under the Criminal Code, the Controlled Drugs and Substances Act and any other offences which would be revealed by a search of the automated Criminal Records Retrieval System maintained by the RCMP at the Canadian Police Information Centre ("Police Record Check"), together with an Offense Declaration in a Board approved form, for every individual or employee of the Contractor who may come into direct contact with students on a regular basis at a school site of the Board, on or before September 1 each year thereafter with respect to Offense Declarations. It is a breach of Agreement for the Contractor to allow anyone to be on site who has not provided a criminal background check as required, and the Agreement can be terminated for just cause.

6.26 Conflict of Interest / Disclosure Obligations

Bidders are required to disclose in their Tender, any actual or potential conflict of interest that may be reasonably interpreted as either a conflict of interest or a potential conflict of interest. If an actual or potential conflict of interest does exist, The Board may, at its sole discretion withhold any contract award until the matter is resolved to the satisfaction of the Board.

Failure by Bidders to disclose any actual or potential conflict of interest shall entitle the Board to terminate the Contract, in addition to any other remedies that the Board has in the Contract, or in law.

Bidders must complete and submit Appendix F - Bidder Conflict of Interest Disclosure Form with their Tender.

6.27 Confidentiality

This document or any portion thereof may not be used by Bidders for any purpose other than the submission of Tender and for the fulfillment of any related subsequent agreement.

All correspondence, documentation, and information of any kind provided to any Bidder in connection with or arising out of this Tender or the acceptance of any Tender shall remain the confidential property of the Board and will not be disclosed to others without the prior written consent of the Board.

6.28 Sub-contracting

The Successful Bidder shall not sub-contract any portion of the Agreement without the prior written consent of the Board. In the event of any permitted subcontracting of any portion of the Work or performance of the Agreement to any other person, the Successful Bidder shall remain fully and completely responsible and liable for performance of the Work outlined in the Tender.

6.29 Assignment

The Successful Bidder must not assign, transfer, convey, sublet or otherwise dispose of the Agreement or the right, title or interest therein, in whole or in part, to any other person, firm, company or corporation without the prior written approval of the Board. In the event that the Successful Bidder merges with another company or there is a change in voting control of the Successful Bidder, or the Successful Bidder sells its assets to a third party, the merger, change of control or sale of assets, as the case may be, will constitute an assignment. Any unauthorized assignment shall be void and have no force or effect against the Board. In the event of authorized

assignment, any Work undertaken by a sub-Bidder shall in no way relieve the Successful Bidder of its responsibilities to the Board under the Agreement.

6.30 Agreement to Abide by the Established Process

It is vital to the Board that the process leading to the acceptance of a Tender and the conclusion of an agreement for the provision of the Goods, the Services and/or the Work, and be seen to be, open, fair and that each of the Bidders be treated professionally and equally.

No Bidder can be seen to be deriving, intentionally or otherwise, an advantage, information or benefit which is not available to all other Bidders or from any special or personal relationships or contacts, or seeking or obtaining any advantage or information from any staff and representatives of the Board, whether authorized or not. The Bidder covenants and agrees to Abide by the Established Process, to inform its employees thereof and to ensure their compliance therewith.

6.31 Dispute Resolution

The Board is committed to promoting fair and open competition among vendors for any purchased goods and/or services.

In the event of any dispute or claim arising between the Board and the Successful Bidder as to their respective rights and obligations under an Agreement, either party may give the other written notice of such dispute or claim. The notification of dispute or claim shall be made to the Area Coordinator within ten (10) days of the dispute or cause of action arising.

The parties agree that they will first work together in good faith to resolve the matter internally by escalating it to higher levels of management. If the dispute or claim cannot be resolved through negotiation to the satisfaction of both parties, the parties may between themselves agree to submit the particular matter to arbitration in accordance with the laws of Ontario. If no agreement is made for arbitration then either party may submit the dispute to such judicial tribunal as the circumstances may require.