

# School District No. 59 (Peace River South)

Posted – August 14, 2025 Revised – August 26, 2025

### INVITATION TO TENDER

School District No. 59 (PRS) is accepting tenders for custodial services at Parkland Elementary School. A school district representative will be at the school on the date and time listed below to answer questions regarding the duties and responsibilities required of this service.

Parkland Elementary School, 5104 Parkland Road Sept. 2, 2025 2:00 p.m.

A custodial service package with details of services required is available from the Facilities Department Office at 11600-7th Street, Dawson Creek.

Tenders containing a résumé of past experience and at least 3 references will be received until 11:00 a.m. on September 5, 2025.

The School District shall not be obligated to accept the lowest quoted proposal and may reject any or all proposals.

Tenders must be clearly marked on the outside of the envelope "Custodial Tender Parkland" and addressed to Matt Lindgren, Director of Operations, School District No. 59 (Peace River South), 11600-7th Street, Dawson Creek, BC V1G 4R8. Tenders may also be submitted by email to <a href="mailto:mlindgren@sd59.bc.ca">mlindgren@sd59.bc.ca</a>, please include "Custodial Tender Parkland" in the subject line.

For more information on the tender process or custodial guidelines, please contact Matt Lindgren, Director of Operations:

Phone: 250-782-2417

Email: mlindgren@sd59.bc.ca

Office: 11600-7th Street, Dawson Creek, BC

# **Custodial Contract Information**

- 1. You must provide the services described in Schedule A ("the Services") in accordance with this agreement.
- 2. You must treat as confidential all Material and not permit its disclosure without our prior written consent except as required by applicable law, including the *Freedom of Information and Protection of Privacy Act.* Clarification of the compliance requirements for the collection, creation, use, access, disclosure and storage of "personal information" is indicated in Schedule E.
- 3. You must maintain and pay for insurance on the terms, including form, amounts and deductibles, outlined in Schedule D, if any, as modified from time to time in accordance with our directions. You must provide a fidelity bond for the sum of \$25,000 for the period of time that this custodial contract is in effect.
- 4. You covenant and agree to indemnify and save harmless us and our employees and agents (each an "Indemnified Person") from any losses, claims, damages, actions, causes of action, costs and expenses that an Indemnified Person may sustain, incur, suffer or be put to at any time, either before or after this agreement ends, which are based upon, arise out of or occur, directly or indirectly, by reason of, any act or omission by you or by any of your agents, employees, officers, directors, or subcontractors in providing the Services, except liability arising out of any independent negligent act by us.
- 5. You must not assign any of your rights under this agreement without our prior written consent, which consent may not be unreasonably withheld.
- 6. You must not subcontract any of your obligations under this agreement other than to persons listed in Schedule C without our prior written consent. No subcontract, whether consented to or not, relieves you from any obligations under this agreement. You must ensure that any subcontractor you retain fully complies with this agreement in performing the subcontracted Services.
- 7. You must not provide any services to any person in circumstances, which, in our reasonable opinion, could give rise to a conflict of interest between your duties to that person and your duties to us under this agreement. You have a duty to advise SD59 in advance if you are aware of any potential conflict situation.
- 8. You must provide the Board with written authority, signed by the contractor and its employees, enabling the School District to obtain criminal record checks on the contractor and all employees of the contractor. The said authorizations shall cover the entire period of the contract.
- 9. You must not commit or purport to commit us to pay any money unless specifically authorized by this agreement. You must not represent yourself as an agent of SD59 or to bind or purport to bind SD59 to any contractual arrangements, promises or deeds. You shall operate in your own name, and not represent yourself as having any connection with SD59 except that of an independent service provider.
- 10. If you comply with this agreement, we must pay you:

- a. The fees described in Schedule B, and
- b. The expenses, if any, described in Schedule B if they are supported, where applicable, by proper receipts and, in our opinion, are necessarily incurred by you in providing the Services.
- c. We are not obliged to pay you more than the "Maximum Amount" specified in Schedule B on account of fees and expenses.
- 11. If required by Schedule B, you must submit to us written statements of account as described in Schedule B.
- 12. We may withhold from any payment due to you an amount sufficient to indemnify us against any lien or other third party claims that could arise in connection with the provision of the Services.
- 13. If you fail to comply with this agreement, we may terminate it and pursue other remedies as well. In any event, either party may terminate the agreement on 30 days notice.
- 14. The Contractor hereby represents and warrants to SD59 that:
  - a. if a corporation, the Contractor is a valid and subsisting corporation, has the necessary corporate capacity and authority to execute and deliver this Agreement and to observe and perform its covenants and obligations hereunder and has taken all necessary corporate action in respect thereof;
  - b. if an individual or a partnership, syndicate or other form of unincorporated organization, the Contractor has the necessary legal capacity and authority to execute and deliver this Agreement and to observe and perform its covenants and obligations hereunder and has obtained all necessary approvals in respect thereof; and
  - c. this Agreement constitutes a legal, valid and binding contract of the Contractor enforceable against the Contractor in accordance with its terms.

### Schedule A – Services

**Services:** Custodial Services shall be provided 11 months per year (Tumbler Ridge Secondary services shall be provided 12 months per year) or until the school is no longer used for instructional purposes, whichever event occurs first.

Contractor must include the estimated daily hours of work in the tender.

Contractor must supply a work duty schedule within 30 days of receiving the contract. School District No. 59 can supply a template for this.

Please note that the Contractor must have replacement workers if absent. Replacement workers will be asked to provide criminal record checks.

TERM: September 8, 2025 TERM: June 30, 2027

### **School District No. 59 Requirements**

The contractor shall be responsible for the complete daily cleaning at the conclusion of each school day or as otherwise stated.

The contractor shall be responsible for the security of the premises during his/her work hours and for locking all exterior doors and windows and turning out lights required at the completion of each day's duties.

Work tasks shall be coordinated to accommodate the needs of the Principal and the educational process.

The contractor shall report any and all safety concerns to the Principal.

The contractor shall use only cleaning products, supplies and equipment approved and supplied by School District No. 59. Concerns regarding cleaning products and/or equipment shall be directed to the custodial maintenance department.

The contractor and/or his employees shall respect smoke-free environments.

The contractor shall be expected to assist the school in the implementation of energy conservation measures and similar school initiatives.

Contractor shall comply with all safe work recommendations, policy's or procedures as requested by School District #59

Contractor must attend annual Custodial Inservice Day (held 1<sup>st</sup> week of July each year at McLeod Elementary School - 8025 265 Rd, Groundbirch BC. \*\*SD59 has the right to change the location at their discretion). Travel to this event will be at the contractor's own expense.

### Daily:

- > clean student desktops, tables and counters used for eating or food preparation.
- clean furniture, spot clean and remove smudges from walls, doors, doorjambs, woodwork, glass partitions and other similar surfaces.
- > sweep, damp mop all floors (including gym, stairs and landings), vacuum rugs, area rugs and carpet runners.
- clean and disinfect washrooms and change rooms including all fixtures (toilets, toilet seats, urinals, showers, partitions, sinks and taps)
- > all sanitary and waste receptacles are to be emptied and relined (rural school contractors will be responsible for removal of all garbage)
- > check and replenish paper towel, toilet tissue and soap as required.

- keep school grounds immediately around the school clear of debris and garbage.
- Daily maintenance and inspection of equipment per operator manual instructions.
- > Report to Principal any safety concerns, damages or repairs required.

### Minimum once a week or more frequently as required:

- clean all boot racks.
- clean chalkboards, whiteboards and board ledges
- clean all windows, doors and display cabinet glass and exterior doors (weather permitting)
- > clean custodial room and equipment
- > replace chair and desk feet as required

### Scheduled and/or requested up to a maximum of 3 times per year

- Summer Break cleanup shall be completed 2 weeks before school begins. Prior to school starting the contractor will check the school and touch up any areas in preparation for the start of school. During non-instructional days and breaks contractors shall maintain daily requirements.
- clean all desks, chairs, furniture, walls, doors and door frames (Summer break)
- clean carpets, scrub floors and apply floor finish (Spring break, Summer break, Christmas break as required)
- > clean and disinfect interior and exterior or student lockers
- clean gym floor and apply finish under the direction of the custodial maintenance department (Summer Break)
- clean outside windows on ground level (Summer break)

# Schedule B – Fees and Expenses

- 1. **Holdback:** We may holdback 10% of the contract Maximum Amount until the Services have been completed. No interest will be paid to the Contractor on any holdbacks made in accordance with this Schedule.
- **2. GST:** SD59 is subject to the federal Goods and Services Tax, unless specific exemptions exist for the services provided in this contract.
- **3. EXTRA WORK:** Please submit an hourly rate for any work outside of the scope of contract if requested by School District #59.

# Schedule C – Approved Subcontractor(s)

People working as sub-contractors must have completed criminal record checks before working in the school environment.

### Schedule D - Insurance

#### Insurance

- The Contractor shall, without limiting its obligations or liabilities herein and at its own expense, provide and maintain the following insurances with insurers licensed in British Columbia and in forms and amounts acceptable to School District No. 59 (Peace River South):
  - a. Automobile Liability on all vehicles owned, operated or licensed in the name of the Contractor, in an amount not less than \$2,000,000.
  - b. Comprehensive General Liability in an amount not less than \$5,000,000 inclusive per occurrence, insuring against third party bodily injury, personal injury and property damage. School District No. 59 (Peace River South) is to be added as an additional insured under this policy. Such insurance shall include, but not be limited to:
    - i. Products and Completed Operations Liability:
    - ii. Owner's and Contractor's Protective Liability;
    - iii. Blanket Written Contractual Liability;
    - iv. Contingent Employer's Liability;
    - v. Personal Injury Liability;
    - vi. Non-Owned Automobile Liability;
    - vii. Cross Liability;
    - viii. Employees as Additional Insureds;
    - ix. Broad Form Property Damage; and
    - x. If applicable, Tenant's Legal Liability in an amount adequate to cover a loss to premises of School District No. 59 (Peace River South) occupied by the Contractor.
- 2. Provide a fidelity bond for the sum of \$25,000 for the period of time that this custodial contract is in effect.
- 3. The Contractor shall provide School District No. 59 (Peace River South) with evidence of all required insurance prior to the commencement of the work or services. Evidence of

insurance coverage as noted in items 1a, 1b and 2.0 above, shall be in the form of the Certificate of Insurance attached. When requested by School District No. 59 (Peace River South), the Contractor shall provide certified copies of required policies.

- 4. All required insurance shall be endorsed to provide School District No. 59 (Peace River South) with 30 days advance written notice of cancellation or material change.
- 5. The Contractor hereby waives all rights of recourse against School District No. 59 (Peace River South) with regard to damage to the Contractor's property.
- 6. The Contractor will comply generally with the Workers' Compensation Act and in particular will obtain and maintain during the term of this Agreement the necessary coverage for the Contractor's employees, and will, upon request by School District No. 59 (Peace River South), provide particulars of such coverage.

# Schedule E – Privacy/Protection

#### **Definitions**

1.In this Schedule,

- a. "Act" means the *Freedom of Information and Protection of Privacy Act* (British Columbia), as amended from time to time.
- b. "**contact information**" means information to enable an individual at a place of business to be contacted and includes the name, position name or title, business telephone number, business address, business email or business fax number of the individual;
- c. "Personal information" means recorded information about an identifiable individual, other than contact information, collected or created by the Contractor as a result of the Agreement or any previous agreement between the Public Body and the Contractor dealing with the same subject matter as the Agreement.

### **Purpose**

- 2. The purpose of this Schedule is to:
  - a. enable the Public Body to comply with its statutory obligations under the Act with
  - b. respect to personal information; and
  - c. ensure that, as a service provider, the Contractor is aware of and complies with its statutory obligations under the Act with respect to personal information.

### **Collection of personal information**

- 3. Unless the Agreement otherwise specifies or the Public Body otherwise directs in writing, the Contractor may only collect or create personal information that is necessary for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.
- 4. Unless the Agreement otherwise specifies or the Public Body otherwise directs in writing, the Contractor must collect personal information directly from the individual the information is about.
- 5. Unless the Agreement otherwise specifies or the Public Body otherwise directs in writing, the Contractor must tell an individual from whom the Contractor collects personal information:
  - a. the purpose for collecting it.
  - b. the legal authority for collecting it; and

c. the title, business address and business telephone number of the person designated by the Public Body to answer questions about the Contractor's collection of personal information.

### **Accuracy of personal information**

6. The Contractor must make every reasonable effort to ensure the accuracy and completeness of any personal information to be used by the Contractor or the Public Body to make a decision that directly affects the individual the information is about.

### Requests for access to personal information

7. If the Contractor receives a request for access to personal information from a person other than the Public Body, the Contractor must promptly advise the person to make the request to the Public Body unless the Agreement expressly requires the Contractor to provide such access and, if the Public Body has advised the Contractor of the name or title and contact information of an official of the Public Body to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

### **Correction of personal information**

- 8. Within 5 business days of receiving a written direction from the Public Body to correct or annotate any personal information, the Contractor must annotate or correct the information in accordance with the direction.
- 9. When issuing a written direction under section 8, the Public Body must advise the Contractor of the date the correction request to which the direction relates was received by the Public Body in order that the Contractor may comply with section 10.
- 10. Within 5 business days of correcting or annotating any personal information under section 8, the Contractor must provide the corrected or annotated information to any party to whom, within one year prior to the date the correction request was made to the Public Body, the Contractor disclosed the information being corrected or annotated.
- 11. If the Contractor receives a request for correction of personal information from a person other than the Public Body, the Contractor must promptly advise the person to make the request to the Public Body and, if the Public Body has advised the Contractor of the name or title and contact information of an official of the Public Body to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

### **Protection of personal information**

12. The Contractor must protect personal information by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure or disposal, including any expressly set out in the Agreement.

### Storage and access to personal information

13. Unless the Public Body otherwise directs in writing, the Contractor must not store personal information outside Canada or permit access to personal information from outside Canada.

### **Retention of personal information**

14. Unless the Agreement otherwise specifies, the Contractor must retain personal information until directed by the Public Body in writing to dispose of it or deliver it as specified in the direction.

#### Use of personal information

- 15. Unless the Public Body otherwise directs in writing, the Contractor may only use personal information if that use is:
  - a. for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement; and
  - b. in accordance with section 13.

### Disclosure of personal information

- 16. Unless the Public Body otherwise directs in writing, the Contractor may only disclose personal information inside Canada to any person other than the Public Body if the disclosure is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.
- 17. Unless the Agreement otherwise specifies or the Public Body otherwise directs in writing, the Contractor must not disclose personal information outside Canada.

### Inspection of personal information

18. In addition to any other rights of inspection the Public Body may have under the Agreement or under statute, the Public Body may, at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor's premises to inspect any personal information in the possession of the Contractor or any of the Contractor's information management policies or practices relevant to its management of personal information or its compliance with this Schedule and the Contractor must permit, and provide reasonable assistance to, any such inspection.

### **Compliance with the Act and directions**

- 19. The Contractor must in relation to personal information comply with:
  - a. the requirements of the Act applicable to the Contractor as a service provider,
  - b. including any applicable order of the commissioner under the Act; and
  - c. any direction given by the Public Body under this Schedule.
- 20. The Contractor acknowledges that it is familiar with the requirements of the Act governing personal information that are applicable to it as a service provider.

### Notice of non-compliance

21. If for any reason the Contractor does not comply, or anticipates that it will be unable to comply, with a provision in this Schedule in any respect, the Contractor must promptly notify the Public Body of the particulars of the non-compliance or anticipated non-compliance and what steps it proposes to take to address, or prevent recurrence of, the non-compliance or anticipated non-compliance.

### **Termination of Agreement**

22. In addition to any other rights of termination which the Public Body may have under the Agreement or otherwise at law, the Public Body may, subject to any provisions in the Agreement establishing mandatory cure periods for defaults by the Contractor, terminate the Agreement by giving written notice of such termination to the Contractor, upon any failure of the Contractor to comply with this Schedule in a material respect.

### Interpretation

- 23. Any reference to the "Contractor" in this Schedule includes any subcontractor or agent retained by the Contractor to perform obligations under the Agreement and the Contractor must ensure that any such subcontractors and agents comply with the Agreement.
- 24. The obligations of the Contractor in this Agreement will survive the termination of the Agreement.
- 25. If a provision of the Agreement (including any direction given by the Public Body conflicts with a requirement of the Act or an applicable order of the commissioner under the Act, the conflicting provision of the Agreement (or direction) will be inoperative to the extent of the conflict.

## **School District No. 59**

# **Custodial Cleaning Procedures**

- ➤ Empty all trash containers, use plastic liners and replace as required. Wash trash containers as needed with germicidal detergent.
- Empty, clean and reline sanitary waste receptacles with germicidal detergent weekly or as needed.
- > Sweep and damp mop floors other than carpets and mats including hard surfaced stairs and landings with neutral detergent solution.
- Vacuum carpet areas including stairs and mats. Move all light furniture.
- Clean washroom facilities with germicidal detergent, basins, toilets, toilet seats, urinals, showers. Wipe dry plumbing fixtures. Clean and wipe dry all mirrors and frames. Wipe towel and soap dispensers, light switches, etc.
- ➤ Damp mop washroom, shower, and change room floors with germicidal detergent solution. Pour clean water in floor drains as required.
- Restock tissue, paper towel, and hand soap daily.
- Clean with germicidal detergent all partitions and walls, including enamel surfaces, doors knobs, light switches, water fountains, and ledges.
- Dust and damp clean all furniture, fixtures, telephones, table tops and desks. (Elementary school desk tops and any tables or counters used for food preparation need daily cleaning)
- Dust window sills, partition ledges, baseboards and all other horizontal ledges below two meters, including computers, chalkboard ledges and radiators, etc. Spot clean as required.
- Spot clean and remove smudges from walls, doors, woodwork, glass partitions and other similar surfaces. (As needed)
- Recheck all exterior doors and windows. Close all classroom doors and hallway doors, unless hallway doors have magnetic door holders. Turn out lights as required at the completion of each day's duties.
- > Set security alarm.