



## School District No. 59 (Peace River South)

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July 16, 2024

School District No. 59 (Peace River South) is accepting tenders for the following service:

- Potable water hauling services to rural schools in the Dawson Creek area (Parkland, McLeod and Devereaux).

Documents with details of services required are available from the Facilities Department Office at 11600-7th Street, Dawson Creek. For further information, contact Matt Lindgren at 782-2417 or via email [mlindgren@sd59.bc.ca](mailto:mlindgren@sd59.bc.ca).

Tenders will be received until 1:00 p.m. on July 31st, 2024.

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 and addressed to:  
Matt Lindgren, Director of Operations  
School District No. 59 (Peace River South)  
11600-7th Street, Dawson Creek, BC V1G 4R8  
or emailed to [mlindgren@sd59.bc.ca](mailto:mlindgren@sd59.bc.ca)



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## Potable Water Hauling Service Requirements:

You must provide the services in accordance with this agreement.	
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 <i>Freedom of Information and Protection of Privacy Act</i> .	
You must maintain and pay for insurance on the terms, including form, amounts and deductibles in accordance with our directions.	
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.	
You must not assign any of your rights under this agreement without our prior written consent, which consent may not be unreasonably withheld.	
You must not subcontract any of your obligations under this agreement 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.	
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.	
You agree to submit 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.	
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.	
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.	



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## Services:

**Contract Start Date:** August 19, 2024      **Contract End Date:** July 31, 2027

**Specific Dates if requested:** as arranged by School District Administration

### **Description of service to be provided:**

The Contractor shall deliver potable water per Northern Health specifications to the following schools:

<b>Destination</b>	<b>KM (return)</b>
Dawson Creek to McLeod.	90
Dawson Creek to Parkland.	58
Dawson Creek to Devereaux.	38

- All services shall be completed before and/or after school hours.
- All requests must be responded to within 24 hours. A regular scheduled service may be developed with each School Administrator however, it is at the discretion of the Administrator to change or cancel any pre-arranged scheduled service.
- It is the responsibility of the contractor to provide uninterrupted service.
- Each School will require having annual cistern cleaning during each summer break.
- Invoicing is required as services are rendered.

## Insurance:

1. 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):
  - 1.1 Automobile Liability on all vehicles owned, operated or licensed in the name of the Contractor, in an amount not less than \$2,000,000.
  - 1.2 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;



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- viii. Employees as Additional Insured's;
  - 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. 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. When requested by School District No. 59 (Peace River South), the Contractor shall provide certified copies of required policies.
3. 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.
4. 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.
5. 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 proof of coverage.

### Tender Submission:

Tenders will be received until 1:00 p.m. on July 31, 2024.

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 and addressed to:  
Matt Lindgren, Director of Operations  
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