



REQUEST FOR PROPOSAL

FULL DAY EXTENDED DAY KINDERGARTEN PROGRAM AND BEFORE AND AFTER SCHOOL PROGRAM

#609

ISSUE DATE: Monday, April 2, 2012

Issued by: The Thames Valley District School Board

#609

Cheryl MacKenzie, Buyer

RETURN DATE: prior to 12:00:00 noon local time, Friday, May 4, 2012

MANDATORY BIDDERS MEETING: Thursday, April 5, 2012 - 9:00 a.m. - 11:00 a.m.

REQUEST FOR PROPOSAL - FULL DAY KINDERGARTEN EXTENDED DAY PROGRAM AND BEFORE AND AFTER SCHOOL PROGRAM - WORKSHEET A -
TERMS AND CONDITIONS

ITEM NO.	TERMS AND CONDITIONS	WILL COMPLY/WILL NOT COMPLY	COMMENT
1.0	INTRODUCTION		
1.02	The Thames Valley District School Board (hereafter referred to as the TVDSB) invites interested parties to submit sealed submissions in response to this bid document. The TVDSB is one of the largest public school boards in the Province of Ontario and is comprised of all public schools within the counties of Elgin, Middlesex, and Oxford. The TVDSB is the employer of approximately 8,000 staff and operates 166 schools with an estimated enrolment of 71,000 students.		
1.1	PURPOSE		
1.1.1	The TVDSB is seeking proposals from non-profit child care agencies licensed under the Day Nurseries Act of Ontario to start up and operate the school-based Ministry of Education's Full Day Extended Day Kindergarten Program (FDK)		
1.1.2	A Before and After School Age Program for 6-12 year olds may also be provided if there is sufficient interest.		
2.0	BID DEFINITIONS AND INFORMATION		
2.1	DEFINITIONS	Proponents must acknowledge compliance with the terms shown in this section ("Will Comply")	
2.1.1	The following words are used throughout this bid document and proponents should note these conditions when completing their bid submission.		
2.1.1.1	The word " MUST " - Proponents " must " include the required information in bid submission. Failure to include the required information will deem submission noncompliant.		
2.1.1.2	The word " SHOULD " - Proponents " should " include the required information in bid submission.		
2.1.1.3	The word " NONCOMPLIANT " – Bid submissions will be eliminated from further evaluation if the submission does not include the required information.		
2.1.1.4	The word " SUBCONTRACTOR " shall mean a person, firm or company hired by the proponent(s) or the successful proponent(s) to perform all or any portion of this bid.		
2.1.1.5	The word " QUALIFIED " shall mean a proponent who is compliant and has included the required information in their bid submission.		
2.1.1.6	BID IRREGULARITY: A deviation between the requirements (terms, conditions, specifications, special instructions) of a bid response for the purposes of this bid; bid irregularities are further classified as major irregularities or minor irregularities. The classification of what is a major irregularity or a minor irregularity shall be the sole discretion of the TVDSB.		

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2.1.1.6.1	Major Irregularity: A deviation from the bid request which affects the price, quality, quantity or delivery, and is material to the award. If the deviation is permitted, the proponent could gain an unfair advantage over competitors. The TVDSB will reject any bid which contains a major irregularity.		
2.1.1.6.2	Minor Irregularity: A deviation from the bid request which affects form, rather than substance. The effect on the price, quality, quantity or delivery is not material to the award. If the deviation is permitted or corrected the proponent would not gain an unfair advantage over competitors. The TVDSB may permit the proponent to correct a minor irregularity.		
2.2	STRUCTURE OF THIS BID		
2.2.1	Proponents must use the electronic bidding file (setup.exe) which is available on the internet at:		
2.2.1.1	www.tvdsb.ca		
2.2.1.2	"Board"		
2.2.1.3	"Purchasing"		
2.2.1.4	"Bids"		
2.2.1.5	Scroll to the end of the document, click		
2.2.1.6	"Proceed to inquiry/download page".		
2.2.1.7	Proceed to the bid, click		
2.2.1.8	"New" Icon		
2.2.1.9	The setup.exe file contains the following file "Appendices609.xls"		
2.2.1.10	Proponents must use the electronic bidding file "Appendices609.xls" which contains the following worksheets:		
2.2.1.10.1	Worksheet A: Terms and Conditions in Excel format, electronic response required		
2.2.1.10.2	Worksheet B: Requirements/Specifications in Excel format, electronic response required		
2.2.1.10.3	Worksheet C: List of Locations in Excel format, electronic response required		
2.2.1.10.4	Worksheet D: Fee Schedule in Excel format, electronic response required		
2.2.1.10.5	Worksheet E: Agreement in Excel format, no response required		
2.2.1.10.6	Worksheet F: Criteria & Weighting in Excel format, no response required		
2.3	RETURN LOCATION		
2.3.1	Sealed bid submissions must be returned to:		
2.3.2	"Tenders Clerk"		
2.3.3	Tenders Clerk's Box, Basement, Education Centre		
2.3.4	Thames Valley District School Board		
2.3.5	1250 Dundas Street		
2.3.6	London, Ontario		

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2.3.7	N5W 5P2		
2.3.8	The bid submission envelope should show the bid document name, number, return date and time (as set out in Section 9.6 - Labelling of Envelope and disk or memory stick).		
2.3.9	The bid submission must be returned to the "Tenders Clerk" for your bid submission to be accepted.		
2.3.10	Delivery to the "Tenders Clerk" is the responsibility of the proponent.		
2.3.11	Submissions received by electronic transmission (i.e. fax or email) will not be accepted.		
2.3.12	Late bids will be returned to the proponent, unopened, if a return address is included on the submission envelope.		
2.4	IMPORTANT DATES		
2.4.1	ISSUE DATE: Monday, April 2, 2012	Note key dates	
2.4.2	MANDATORY BIDDERS MEETING: Thursday, April 05, 2012 - 9:00 a.m. - 11:00 a.m.	Note key dates	
2.4.3	QUESTIONS: Tuesday, April 10, 2012	Note key dates	
2.4.4	ANSWERS TO QUESTIONS: Thursday, April 12, 2012	Note key dates	
2.4.5	RETURN DATE: prior to 12:00:00 noon local time, Friday, May 04, 2012	Note key dates	
2.4.6	PRESENTATION IF REQUIRED: Friday, May 25, 2012	Note key dates	
2.5	MANDATORY BIDDERS MEETING		
2.5.1	A mandatory bidders meeting is schedule for Thursday, April 5 - 9:00-11:00 a.m. at the Education Centre, 1250 Dundas Street, London, Ontario. Bidders must attend this meeting. Bids from organizations who do not attend this meeting will not be considered.	Attendance is mandatory	
2.6	QUESTIONS		
2.6.1	All questions pertaining to this bid document should be addressed to: Cheryl MacKenzie, by Fax (519) 452-2399 or e-mail c.mackenzie@tvdsb.on.ca no later than Tuesday, April 10, 2012. After this date no further inquiries, concerns or questions may be submitted. The TVDSB reserves the right to distribute in writing to all other registered proponents a Notice of Content of any inquiry and the TVDSB 's response, if any. All questions pertaining to this bid document must be submitted in writing.	Note key dates	
2.6.2	Questions concerning the terms and conditions of the bid document, whether made orally or in writing, to any individual other than indicated above may, at the sole discretion of the TVDSB , render your submission noncompliant. Direct questions in written form only to: Cheryl MacKenzie. The TVDSB will only be bound by written answers to questions .		

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2.6.3	Answers to all questions will be posted to the TVDSB web site at www.tvdsb.on.ca		
2.6.3.1	"Board"		
2.6.3.2	"Purchasing"		
2.6.3.3	"Bids"		
2.6.3.4	Scroll to the end of the document, click		
2.6.3.5	"Proceed to inquiry/download page"		
2.6.3.6	Proceed to the Bid, click		
2.6.3.7	"Answers to Questions"		
2.6.3.8	View documents in PDF format.		
2.6.3.9	All bid files are available for downloading at no charge from the TVDSB web site.		
2.6.4	Should any questions raised by a proponent necessitate an addendum to this bid document, the addendum will be posted to the TVDSB Web Site. See Section 2.5.3	Check web site for any addendums	
3.0	CONTRACT TERM / PRICING / TAXES / DELIVERY / PAYMENT		
3.1	CONTRACT TERM	Proponents must acknowledge compliance with the terms shown in this section ("Will Comply")	
3.1.1	There are two separate Contract Starting Dates in this Agreement - September 1, 2013 and September 1, 2014. The TVDSB is willing to adjust the contract start date in any of the locations listed in Worksheet C to as early as September 2012. The extended day program must start, if viable, upon Full Day Extended Day Kindergarten implementation in the years shown in Worksheet C.		
3.1.2	The Contract Ending Dates of this Agreement will be one year from the start dates, as detailed in 3.1.1, subject to either party's right to terminate as hereinafter set out, noting the Board may, at their sole discretion, elect to extend the terms of this Agreement for up to ten additional years on an annual basis. An amending Agreement will be issued when mutually agreed to by both parties. Written notice of the Operator's intention not to renew the Agreement shall be no later than October 1st for any contract renewal year.		
3.2	FEE SCHEDULE	Proponents must acknowledge compliance with the terms shown in this section ("Will Comply")	
3.2.1	Proponents must complete, print and sign Worksheet D - Fee Schedule.	Complete Worksheet D	

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3.2.2	All charges must be included. Prices quoted must be for goods and services exactly as specified and in Canadian Funds, unless otherwise indicated.		
3.2.3	Fee stated in Worksheet D - Fee Schedule, including percentage increase, must remain in force for the initial term of the contract.		
3.2.4	Proponents must state if your company would agree to extending this contract with the same terms and conditions for up to ten (10) years in one year increments ending July 31, 2023.		
3.3	TAXES	Proponents must acknowledge compliance with the terms shown in this section ("Will Comply")	
3.3.1	HST: Where applicable, Harmonized Sales Tax must be shown separately as extras on all invoices in accordance with Canadian and Provincial Government regulations.		
3.4	INVOICING/PAYMENT TERMS	Proponents must acknowledge compliance with the terms shown in this section ("Will Comply")	
3.4.1	All invoices for the TVDSB must be sent to the Thames Valley District School Board, 1250 Dundas Street, P.O. 5888, London, Ontario N6A 5L1. Attention: Accounts Payable.		
3.4.2	Applicable taxes should be shown as separate line items on all invoices.		
3.4.3	Proponents should indicate any specific payment terms. It is generally expected that payment will be 45 days from receipt of invoice.		
3.4.4	Proponents should state percentage discount for early payment and net payment terms.		
4.0	SPECIFICATIONS/REQUIREMENTS	Proponents must acknowledge compliance with the terms shown in this section ("Will Comply")	
4.1	QUALITY		
4.1.1	In addition to price, quality and suitability to school use will be the first consideration. The service, performance record and the value of the overall award will be also taken into consideration when awarding this contract.		

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4.1.2	The determination of equal quality will be based on our internal professional opinions.		
4.1.3	Any service requested, which in the opinion of the TVDSB , that does not completely fulfill the specifications, must be removed and/or completed at the expense of the successful proponent(s) and be replaced immediately with services that fulfill the specifications.		
4.1.4	The successful proponent(s) must carry out all work to the satisfaction of the TVDSB. All work shall be performed by appropriately certified staff.		
4.1.5	The functional requirements are detailed in - Worksheet B - Requirements and Worksheet E - Agreement.		
4.1.6	For each requirement as described in the Worksheets, proponents must place a response in the appropriate column.		
4.1.7	Proponents may bid on all areas: London, Middlesex, Oxford and Elgin or one only or a combination of areas. Proponents must enter the schools they wish to service in Worksheet C - List of Locations.	Input information in Worksheet C	
4.1.8	The TVDSB reserves the right to award to multiple proponents.		
4.2	PRESENTATION/INTERVIEW/DEMONSTRATION	Proponents must acknowledge compliance with the terms shown in this section ("Will Comply")	Note: Presentation Date, Friday, May 25, 2012
4.2.1	Each proponent may be required to make a presentation/attend an interview at its own expense or arrange a visit for the evaluation committee to an existing installed location that matches the requirements of the bid. No bid alterations will be allowed. Notification will be given to qualified proponents as to time and place.		
5.0	TERMS AND CONDITIONS	Proponents must acknowledge compliance with the terms shown in this section ("Will Comply")	
5.1	GENERAL TERMS AND CONDITIONS		
5.1.1	Any response submitted to the Bid is IRREVOCABLE for 180 days.		
5.1.2	A proponent who has already submitted a bid may submit an addendum in writing and signed by the proponent at any time up to the official closing time. (No facsimiles shall be accepted). The last submission shall supersede and invalidate all previous submissions by that proponent as it applies to this Bid. Addenda must be submitted to the "Tender Clerk's" Box in the same manner and within the same time constraints as the Bid Submission.		

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5.1.3	A proponent may withdraw the bid at any time up to the official closing time by letter bearing his/her signature as it is in the submission. Withdrawal requests received after the closing date shall not be permitted. Submission withdrawals must be submitted to the "Tender Clerk's" box in the same manner and within the same constraints as a Bid Submission.		
5.1.4	The issuance of this call for bids shall not constitute any obligation on the part of the TVDSB to any firm or individual who submits a Bid.		
5.1.5	The proponent must have satisfactorily fulfilled all relevant obligations as required under the terms and conditions of any previous award in order to be considered as an acceptable proponent.		
5.1.6	The laws of the Province of Ontario shall govern in any dispute occasioned as a result of the performance or non-performance and/or workmanship of a contract issued pursuant to the bid and any dispute arising out of the issuance of and response to this bid.		
5.1.7	The TVDSB reserves the right to withdraw the award of the contract to a successful proponent(s) within 30 days of the award if in the opinion of the TVDSB the successful proponent(s) is unable or unwilling to enter into a form of contract satisfactory to the TVDSB . The TVDSB shall be entitled to do so without any liability being incurred by the TVDSB to the proponent		
5.1.8	The lowest or any bid submission may not necessarily be accepted. The TVDSB reserves the right to decline any or all bid submissions, or to cancel the Bid call in whole or in part at any time prior to making an award, for any reason, or no reason, without liability being incurred by the TVDSB to any proponent for any expense, cost, loss or damage incurred or suffered by the proponent as a result of such withdrawal.		
5.1.9	All costs associated with the preparation of the bid submission will be solely the responsibility of the proponent.		
5.1.10	The TVDSB reserves the right to decline or purchase one or all items in this Bid from one supplier or from multiple suppliers.		
5.1.11	No amendments to the Agreement will be negotiated with any proponent responding to this RFP, and further, the TVDSB will not enter into any separate contract or agreement drafted by, presented by, or otherwise proposed by the proponent, including any "standard form" or other vendor contract except the Form of Agreement as set out in Worksheet E - Agreement. Notwithstanding the foregoing, the Agreement will be tailored to the successful proponent(s) and the locations awarded to that proponent.		

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5.1.12	A proponent who submits conditions, options, variations or contingent statements to the terms set out in the Form of Agreement (Worksheet E), either as part of its bid submission or after receiving notice of selection, may be disqualified.		
5.1.13	The successful proponent(s) must not at any time subcontract any portion of its contract with the TVDSB nor shall it assign the contract without the written permission of the TVDSB . The successful proponent(s) must not, at any time, change subcontractors approved by the TVDSB without written permission of the TVDSB .		
5.1.14	While the TVDSB has used considerable efforts to ensure an accurate representation of information in this bid document, the information contained herein is contained solely as a guideline for proponents. The information is not guaranteed or warranted to be accurate by the TVDSB , nor is it necessarily comprehensive or exhaustive. Nothing in this bid document is intended to relieve proponents from forming their own opinions and conclusions in respect to the matters addressed in this bid document.		
5.1.15	The TVDSB may accept or waive a minor irregularity, or where practical to do so the TVDSB may as a condition of bid acceptance request a proponent to correct a minor irregularity with no change in bid price. Items of non compliancy on any bid submissions which do not strictly comply with the provisions, procedures and requirements of this Bid, or are incomplete, ambiguous, or which contain errors, alterations, misleading information, omissions, or irregularities of any kind, may be rejected and disqualified at the discretion of the TVDSB. All proponents agree to provide all such additional information as, and when requested, at their own expense, provided no proponent in supplying any such information shall be allowed, in any way to change the pricing or other cost quotations originally given in its bid submission or in any way materially alter or add to the solution originally proposed.		
5.1.16	All TVDSB policies, procedures and regulations must be adhered to by the successful proponent(s).		
5.1.17	Smoking is prohibited in all TVDSB buildings and on all TVDSB property.		
5.1.18	Some TVDSB sites are equipped with video surveillance cameras.		
5.1.19	The successful proponent(s) is obliged to cooperate with all recycling and environmental procedures and initiatives established by government, the TVDSB and each school.		
5.1.20	The successful proponent(s) will reimburse the TVDSB for any damages through negligence or wilful acts of any of the successful proponent(s)' employees or contracted staff.		

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5.1.21	The successful proponent(s)' employees and contracted staff shall not be considered TVDSB employees and shall not represent themselves as an agent of the TVDSB nor be eligible for any of the benefits provided to TVDSB employees.		
5.1.22	The TVDSB reserves the right to demand the removal of any successful proponent's employees or contracted staff engaged in this contract if, in the TVDSB's opinion, their conduct has been of an unacceptable nature.		
5.1.23	The successful proponent(s) will be responsible for seeing that regular supervision is maintained over all working personnel. It is the proponent's responsibility to see that all their activities are properly coordinated with the TVDSB's operations and modify assignments as required.		
5.1.24	This bid document is being issued pursuant to the TVDSB's Purchasing Policies and Procedures.		
5.1.25	The acceptance of the bid by the successful proponent and the award of the contract contemplated by this bid document may be subject to approval of the Board of Trustees.		
5.2	CANCELLATION OF CONTRACT / LOSS OF SERVICE	Proponents must acknowledge compliance with the terms shown in this section ("Will Comply")	
5.2.1	The TVDSB reserves the right to terminate this contract within 30 days written notice if, in its opinion, the successful proponent(s) fails to meet the terms and conditions of the contract. Notwithstanding the termination of the contract, the successful proponent(s) shall remain responsible for its obligations under this contract up to the date of termination. The TVDSB reserves the right to commence an action in a court of competent jurisdiction against the successful proponent(s) for damages that result from the breach of the terms and conditions of the contract, by the successful proponent(s).		
5.2.2	If the contract is cancelled the successful proponent(s) will be responsible for all additional costs incurred to complete the contract.		
5.2.3	This agreement may be cancelled if the successful proponent(s) fails to fulfill any of the terms of the Agreement or the Schedules due to non-performance or unacceptable quality of service.		
5.2.4	The TVDSB reserves the right to withhold monies owing under a contract to the value of the obligation to a maximum of the monies owing to the successful proponent(s) for any indebtedness of the supplier that may impact on the TVDSB.		

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5.2.5	The successful proponent(s) shall be responsible for ensuring continuous delivery of the goods and services in the event of a labour disruption by either, the successful proponent(s), the TVDSB's staff or third party interruptions.		
5.2.6	In the event that the successful proponent(s) becomes insolvent, and/or the successful proponent(s) is unable or unwilling to provide the contracted service for a period of more than 30 consecutive days during the period of the contract, the TVDSB shall have the right to replace the successful proponent(s) with another service provider suitable to the TVDSB in addition to all of its other rights pursuant to the term of this bid.		
5.3	FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT	Proponents must acknowledge compliance with the terms shown in this section ("Will Comply")	
5.3.1	Proponents agree that all documentation and information contained in any bid submissions and any addendum that becomes the property of the TVDSB shall be subject to disclosure pursuant to an application pursuant to a Municipal Freedom of Information and Protection of Privacy Act request for disclosure. Notwithstanding that a bid submission or an addendum may contain a trade secret of the Proponent, intellectual property right of the Proponent, or scientific, technical, commercial, pricing or other financial or labour relations information or any other similar secret.		
5.3.2	A proponent specifically consents to the disclosure of any and all information contained in their bid submission or any addendum pursuant to a request for disclosure pursuant to a Municipal Freedom of Information and Protection of Privacy Act and such consent shall be considered a consent given pursuant to Subsection 10(2) of the said Act. Notwithstanding the aforesaid, the proponent assigns all rights, titles and interests that they have in the bid submission, and any addendum to the TVDSB, including the right to copy and/or publish the same as the TVDSB sees fit, notwithstanding that no request for disclosure is made pursuant to the Municipal Freedom of Information and Protection of Privacy Act.		
5.3.3	All proponents agree not to disclose any information provided by the TVDSB in this bid document to any third party without the written consent of the TVDSB.		
5.4	PERSONAL INFORMATION PROTECTION AND ELECTRONIC DOCUMENTS ACT	Proponents must acknowledge compliance with the terms shown in this section ("Will Comply")	

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5.4.1	The proponent represents and warrants that if the proponent is or becomes subject to any private sector privacy legislation in responding hereto, or in carrying out its obligations under any subsequent agreement, the proponent will be solely responsible for compliance with such legislation. Without limitation, the proponent represents and warrants that if the proponent is subject to the Personal Information Protection and Electronics Act, S.C. 2000, c.5, including any amendments thereto ("PIPEDA"), the proponent shall ensure PIPEDA compliance of:		
5.4.2	All PIPEDA Protected Information the proponent collects directly from the individual or indirectly from the Board or others.		
5.4.3	All PIPEDA Protected Information the proponent uses or discloses in the course of responding hereto or in performing its obligation under any subsequent agreement and,		
5.4.4	All PIPEDA Protected Information the proponent transfers or discloses to the Board		
5.4.5	For the purposes hereof, "PIPEDA Protected Information" means any "Personal Information" or "Personal Health Information" as such terms are defined in PIPEDA.		
5.4.6	Whilst recognizing the Board's duty to provide Student and other confidential information to the successful proponent(s) in a timely fashion, in accordance with the Municipal Freedom of Information and Protection of Privacy Act (MFIPA) and Personal Information Protection and Privacy and Electronic Documents Act (PIPEDA), all personal information contained in all school listings provided by the TVDSB to the successful proponent(s) remains the property of the TVDSB and cannot be divulged to any person, persons or other organizations without obtaining prior written consent from the TVDSB . All employees of the successful proponent(s) will be required to sign a confidentiality agreement in a form to be provided by the TVDSB .		
5.4.7	The successful proponent(s) agrees not to disclose any information provided by the TVDSB contained within this Agreement to any third party without the written consent of the TVDSB .		
5.5	HUMAN RIGHTS AND CHILD LABOUR LAWS	Proponents must acknowledge compliance with the terms shown in this section ("Will Comply")	

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5.5.1	Any infringement on human rights, but namely those of children, is of considerable concern to the TVDSB . Proponents wishing to do business with the TVDSB are asked to promote the purchase of goods from companies that operate in full compliance with the laws of their respective countries and with all applicable child labour laws, rules and regulations related to hiring, wages, hours worked, overtime and working conditions.		
5.5.2	Proponents should indicate your firm’s policy and present practices and procedures in place to encourage promotion of this objective.		
5.5.3	For proponents information the web site address of the International Labour Organization and its objectives toward the abolition of child labour is:		
5.5.3.1	http://www.ilo.org		
5.6	HEALTH, SAFETY REGULATIONS	Proponents must acknowledge compliance with the terms shown in this section ("Will Comply")	
5.6.1	All equipment requiring approval (Hydro One, C.S.A., ULC., etc.) must be completely assembled and must bear label showing approval of assembly prior to delivery. The TVDSB shall not accept any equipment that has not been inspected and approved. If not so approved, the TVDSB reserves the right to invoice the successful proponent(s) for the cost of certification/replacement.		
5.6.2	Every person who supplies any machine, device, tool, equipment or service to the TVDSB must ensure that the machine, device, tool, equipment or service complies with the Occupational Health and Safety Act and Regulations of Industrial Establishments. The “Burden of Proof” rests with the supplier.		
5.6.3	The Ministry of Education and Training and the Ministry of Health provides regulations specifying which substances/ products are not acceptable. If applicable, the successful proponent(s) must supply MATERIAL SAFETY DATA SHEETS providing the TVDSB with the breakdown of components for any products used in our facilities.		

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5.6.4	The Occupational Health and Safety Act describes the responsibilities of an employer. The TVDSB requires contractors maintain procedures, training and enforcement so that the responsibilities are carried out at our workplace. The contract shall abide by and strictly adhere to the regulations and conditions set out and laid down by the most current versions of the Occupational Health and Safety Act, 1990, Chapter 0-1. Their workers must be trained in WHIMS in accordance with Occupational Health and Safety Act Regulations. They must adhere to all of the TVDSB's Health and Safety Policy, Procedures and Guidelines and Municipal Bylaws.		
5.6.5	The TVDSB reserves the right to request to request a copy of a proponent's Health & Safety Policy, Procedures and Guidelines.		
5.7	WORKPLACE SAFETY AND INSURANCE BOARD	Proponents must acknowledge compliance with the terms shown in this section ("Will Comply")	
5.7.1	The successful proponent(s) must ensure that all work is covered by the Workplace Safety & Insurance Board for the duration of this contract.		
5.7.2	The successful proponent(s) must furnish a Certificate of Clearance from the Workplace Safety and Insurance Board as evidence that all returns have been made and all necessary assessments have been paid as required, or levied, by the Workplace Safety and Insurance Board. This certification is to be furnished prior to the commencement of this contract and each year thereafter. The good standing must be maintained throughout the contract.	Attach certificate	
5.7.3	All workplace injuries or accidents on TVDSB property must be reported by the successful proponent(s) to the TVDSB's representative within 24 hours.		
5.8	COMMERCIAL LIABILITY INSURANCE	Proponents must acknowledge compliance with the terms shown in this section ("Will Comply")	
5.8.1	The successful proponent(s) must be covered by Commercial General Liability Insurance throughout the term of the contract. Each proponent must state if it has Commercial General Liability Insurance Coverage.		

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ITEM NO.	TERMS AND CONDITIONS	WILL COMPLY/WILL NOT COMPLY	COMMENT
5.8.2	Each proponent should show proof with the submission of this bid that upon the award of this contract that it will be covered by Commercial Liability Insurance coverage with limits of \$5 million per occurrence for liability (by way of primary coverage and/or Umbrella Coverage and/or otherwise), arising at law for damages caused by reason of bodily injury (including death) or damage to property by its employees or subcontractors. If the proponent does not presently have \$5 million per occurrence of Commercial Liability Insurance coverage, the proponent shall provide a written assurance from his insurer or agent on the insurer's or agent's letterhead that liability insurance limits will be increased to \$5 million per occurrence from the commencement of the contract should the contract be awarded to the proponent. The successful proponent(s) further agrees to maintain good standing throughout the term of the contract. The TVDSB reserves the right to request proof of coverage any time throughout the duration of the contract.	Attach certificate	
5.8.2.1	This liability policy shall contain the following coverage:		
5.8.2.2	Personal Injury & Property Damage		
5.8.2.3	Non-Owned Automobile Liability		
5.8.2.4	Owners and Contractors Protective Coverage		
5.8.2.5	Contractual Liability		
5.8.2.6	Broad Form Property Damage		
5.8.2.7	Products & Completed Operation Insurance		
5.8.2.8	Contingent Employees Liability		
5.8.2.9	Cross Liability Clause and Severability of Interest Clause		
5.8.3	Upon an award to the successful proponent(s) by the TVDSB , the successful proponent(s) shall be required to submit certification in a form satisfactory to the TVDSB of the above-mentioned coverage to protect the TVDSB against claims for property damages and personal injuries, including accidental death, caused by the successful proponent(s) or its employees or subcontractors during the performance of its obligations under the contract.		
5.8.4	The successful proponent(s) agrees to indemnify, hold harmless and defend the TVDSB from and against any and all liability for loss, damage and expense, which the TVDSB may suffer or for which the TVDSB may be held liable by reason or injury (including death) or damage to any property arising out of negligent or wilful acts on the part of the successful proponent(s) or any of its representatives or employees or subcontractors in the execution of the work performed or from defects in the equipment supplied.		

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5.9	MOTOR VEHICLE LIABILITY INSURANCE	Proponents must acknowledge compliance with the terms shown in this section ("Will Comply")	
5.9.1	Proponents must state if its own vehicles and/or those vehicles owned by its employees or subcontractors shall operate on the property of the TVDSB.		
5.9.2	In the event of an affirmative answer to 5.9.1, the successful proponent(s) must be covered by Automobile Liability Insurance through the term of the Contract. If the proponent's employees or subcontractors will operate their own vehicles during the contract then they must maintain the same Automobile Liability Coverage as the proponent. Each proponent must state if it or its employees or subcontractors have Automobile Liability Insurance Coverage. Sub clauses also subsection 5.9.3 to subsection 5.9.4 applies to those employees or subcontractors who operate their own automobiles on the property of the TVDSB.	Attach certificate	
5.9.3	Proponents should show proof with the submission of this bid, that upon the award of this contract that it will be covered by Automobile Liability Insurance with coverage limits of \$2 million (Commercial and \$1million on all personally owned vehicles) per occurrence for liability arising at law for damages caused by reason or bodily injury (including death) or damage to property by its employees or subcontractors. If the proponent does not presently have \$2 million per occurrence of Automobile Liability Insurance Coverage, the proponent(s) shall provide a written assurance from his insurer or agent on the insurer's or the agent's letterhead that liability insurance limits will be increased to \$2 million for Commercial Vehicles and \$1 million personally owned vehicles per occurrence from the commencement of the contract and annually thereafter for the term of the contract, should the contract be awarded to the proponent(s). The successful proponent(s) further agrees to maintain that good standing throughout the term of the contract.		
5.9.4	The TVDSB reserves the right to request proof of coverage anytime throughout the duration of the contract. This liability policy shall contain the following coverage:		
5.9.4.1	Third Party Liability Coverage in the form of OAP-1		
5.9.5	Upon an award to the successful proponent(s) by the TVDSB, the successful proponent(s) shall be required to submit certification in a form satisfactory to the TVDSB of the above-mentioned coverage to protect the TVDSB against claims for property damage and personal injuries, including accidental death, caused by the successful proponent(s) or its employees or subcontractors during the performance of its obligations under the contract by way of the ownership or operation of an automobile.		

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5.9.6	The successful proponent(s) agrees to indemnify, hold harmless, and defend, the TVDSB from and against any and all liability for loss, damage and expense, which the TVDSB may suffer or for which the TVDSB may be held liable by reason of injury (including death) or damage to any property arising out of negligence on the party of the successful proponent(s) or any of its representatives or employees by way of the ownership or operation of an automobile.		
5.9.7	The TVDSB reserves the right to request proof of coverage anytime throughout the duration of the contract. This liability policy shall contain the following coverage:		
5.9.8	Third Party Liability Coverage in the form of OAP-1		
5.9.9	Upon an award to the successful proponent(s) by the TVDSB , the successful proponent(s) shall be required to submit certification in a form satisfactory to the TVDSB of the above-mentioned coverage to protect the TVDSB against claims for property damage and personal injuries, including accidental death, caused by the successful proponent(s) or its employees or subcontractors during the performance of its obligations under the contract by way of the ownership or operation of an automobile.		
5.9.10	The successful proponent(s) agrees to indemnify, hold harmless, and defend the TVDSB from and against any and all liability for loss, damage and expense, which the TVDSB may suffer or for which the TVDSB may be held liable by reason of injury (including death) or damage to any property arising out of negligence on the party of the successful proponent(s) or any of its representatives or employees by way of the ownership or operation of an automobile.		
5.10	CRIMINAL BACKGROUND CHECKS	Proponents must acknowledge compliance with the terms shown in this section ("Will Comply")	
5.10.1	Proponents must agree that if it becomes the recommended successful proponent(s), pursuant to this bid, subject to approval of the TVDSB , that it shall comply with Ontario Regulation 521/01, made under the Education Act, in relation to the Collection of Personal Information. The recommended successful proponent(s) agrees to provide, at the proponent's expense, the criminal background checks of all employees and of all employees of all subcontractor(s) hired by the successful proponent(s) who may regularly come into direct contact with pupils. This agreement shall be enforced prior to any attendance by the recommended successful proponent(s) or its subcontractors at a school site of the TVDSB who may regularly come into direct contact with pupils during the duration of the contract and until the expiry of this contract.		

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5.10.2	The successful proponent(s) shall further agree to provide, at the proponent's expense, an Offence Declaration as defined by the said Regulation for each of the above employees of the successful proponent(s), whether employed by the successful proponent(s) at the time of the response and of each employee of all subcontractor personnel, whether employed by the contractor at the time of the bid submission or becoming employed at a later time, by September 1st each year during the term of the agreement contemplated by this bid.	Attach certificates	
5.10.3	The successful proponent(s) shall further agree that in the event that the terms of the agreement contemplated by the bid in the future becomes applicable to a school site other than those contemplated by the bid, that the successful proponent(s) shall provide, at the proponent's expense, an Offence Declaration as defined by the said Regulation for each employee of the successful proponent(s) and for each employee of all subcontractor personnel, whether employed by the contractor at the time of the bid submission prior to any attendance by the successful proponent(s) at the said school site.		
5.10.4	The successful proponent(s) agrees that during the term of the agreement contemplated by this bid, not to permit any employee or the employee of any subcontractor deemed by the TVDSB to be not eligible to attend on a school site of the TVDSB as defined by the Regulation.		
5.10.5	It is deemed to be a breach of the contract for the service provider to allow anyone who has not provided a criminal background check or Offence Declaration as required by the contract and the contract can be terminated for just cause.		
5.10.6	The successful proponent(s) covenants and agrees that it will not engage any employee who may come into direct contact with students on a regular basis, or who may have access to student information to provide services hereunder, where such employee has been charged with or convicted of an offence the nature of which may be construed as jeopardizing the safety and well being of the students of the TVDSB. For the purposes of this Agreement, the TVDSB shall determine in its sole and unfettered discretion whether an employee of the successful proponent(s) may come into direct contact with students on a regular basis, or who may have access to student information and whether or not any such offence is of a nature which may be construed as jeopardizing the safety and well-being of students.		

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5.10.7	<p>The successful proponent(s) covenants and agrees to retain on file at its head office a criminal background check covering convictions, charges and occurrences under the Criminal Code, the Narcotics Control Act, and any other convictions, charges and occurrences which would be revealed by the long version Vulnerable Persons search of the automated Criminal Records Retrieval System maintained by the RCMP at the Canadian Police Information Centre ("Criminal Background Check"), together with an Offence Declaration in a TVDSB approved form for every employee of the successful proponent(s) who may come into direct contact with students on a regular basis, or who may have access to student information prior to the occurrence of such possible direct contact or prior to having access to student information and on or before September 1st each year thereafter with respect to Offence Declarations.</p>		
5.10.8	<p>The successful proponent(s) agrees to indemnify and save harmless the TVDSB from all claims, liabilities, expenses and penalties to which it may be subjected on account of: the successful proponent(s) engaging an employee in contravention of this Agreement above; or the successful proponent(s)'s failure to retain a Criminal Background Check or an Offence Declaration on file, as aforesaid. This indemnity shall survive the expiration or sooner termination of this Agreement.</p>		
5.10.9	<p>In addition to and notwithstanding anything else herein contained, if the successful proponent(s): engages an employee in contravention of this Agreement, or fails to retain a Criminal Background Check and an Offence Declaration for any employee of the successful proponent(s) who may come into direct contact with students on a regular basis, or who may otherwise have access to student information prior to the occurrence of such possible direct contact, or prior to having access to student information and on or before September 1st each year thereafter with respect to Offence Declarations, then the TVDSB will have the right to immediately terminate this Agreement without prejudice to any other rights which it may have in this Agreement, in law or in equity.</p>		
5.10.10	<p>The TVDSB shall be entitled, on forty-eight (48) hours prior written notice to attend at the head office of the successful proponent(s) for the purposes of reviewing the Criminal Background Checks and Offence Declarations. The parties acknowledge and agree that it is contemplated that the TVDSB will attend to such reviews at least twice per annum during the Term, and any renewal thereof.</p>		

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5.10.11	In the event that either the Criminal Background Check or an Offence Declaration reveals a charge or a criminal conviction which is not acceptable to the TVDSB in the circumstances and in its sole and unfettered discretion, then the TVDSB will have the right to request that the successful proponent(s) prohibit the employee of the successful proponent(s) from providing services to the TVDSB hereunder. Upon such request, the successful proponent(s) will forthwith effect such removal, without prejudice to any other rights which the TVDSB may have in this Agreement, in law or in equity.		
6.0	PROPONENT'S PROFILE		
6.1	ADMINISTRATION & ORGANIZATION		
6.1.1	Proponents must include an organizational chart.	Include in Bid Submission	
6.1.2	The TVDSB reserves the right at any time after the closing date, to request from any proponent evidence of its financial standing and stability, including that of each of its officers, directors and principals. All proponents agree to provide at their own expense all such above-related information as may be requested by the TVDSB within four (4) days of the date of any such request.		
7.0	BID SUBMISSION		
7.1	PROPONENT'S RESPONSE GUIDE		
7.1.1	Each bid submission should be structured using only the criteria identified in this bid document. When submitting bids, proponents should use the same numbering format, as on this bid document.	Structure Bid Submissions as shown below include all required documents	
7.1.2	The bid submission must include:		
7.1.2.1	Printed and signed copies of all Worksheets		
7.1.3	One Diskette, Memory Stick or CD with file names:		
7.1.3.1	Worksheet A: Terms and Conditions in Excel format, electronic response required		
7.1.3.2	Worksheet B: Requirements/Specifications in Excel format, electronic response required		
7.1.3.3	Worksheet C: List of Locations in Excel format, electronic response required		
7.1.3.4	Worksheet D: Fee Schedule in Excel format, electronic response required		
7.1.3.5	Worksheet E: Agreement in Excel format, no response required	No response required	
7.1.3.6	Worksheet F: Criteria & Weighting in Excel format, no response required	No response required	
7.1.3.7	Certificate of Clearance from the Workplace Safety and Insurance Board		
7.1.3.8	Organization Chart - as requested in Section 6.1.1		
7.1.3.9	Proof of Insurance - Commercial Liability		
7.1.3.10	Proof of Insurance - Motor Vehicle		
7.1.3.11	Criminal Background Checks for each employee working at a TVDSB site		

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7.1.4	It is the proponents responsibility to ensure that the necessary "files" are on the diskette, memory stick or CD.		
7.1.5	Failure to respond in electronic format will deem the bid noncompliant.		
7.1.6	All bid documents should be submitted in an envelope marked with the bid name and number (as set out in Section 9.6 - Labelling Instructions).		
7.1.7	Proponents' submissions should include page numbers for ease of reference by committee members.		
7.1.8	The specifications and pricing section of the bid submission should not make reference to supplemental materials.		
7.1.9	Supplemental materials will not qualify as substitutes for direct responses to the bid's requirements unless specifically requested.		
8.0	AWARD		
8.1	EVALUATION PROCESS		
8.1.1	An evaluation committee will be established to evaluate bid submissions.		
8.1.2	All bid submissions will first be evaluated on their compliance with the requirements of this bid document.		
8.1.3	All compliant bid submissions will be evaluated by a TVDSB evaluation committee based on the evaluation criteria shown in Worksheet F - Criteria.	Review Evaluation Criteria and Weighting	
8.1.4	Compliant proponents may be requested to make a presentation of their bid for clarification only. No alteration of your submission will be permitted. Notification will be given to qualified proponents as to the time and place. The presentation shall be at the expense of the proponent.	Note presentation date of Friday, May 25, 2012	
8.1.5	Delivery, lead times, service, performance record, and the value of the overall award will also be taken into consideration when awarding this contract.		
8.1.6	The determination of equal quality will be based on our internal professional opinions.		
8.2	AWARD AND NOTIFICATION OF CONTRACT		
8.2.1	The results of this bid will be posted to the TVDSB web site as soon as decisions have been made:		
8.2.1.1	www.tvdsb.on.ca		
8.2.1.2	"Purchasing"		
8.2.1.3	"Bids"		
8.2.1.4	"Electronic Bidding Instructions, Bid Download and Bid Results",		
8.2.1.5	Scroll to the end of the document, click		
8.2.1.6	"Proceed to inquiry/download page".		
8.2.1.7	Proceed to the Bid, click		
8.2.1.8	"Results - Check Mark"		

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8.2.1.9	View documents in PDF format.		
8.2.2	All bid files are available for downloading at no charge from the TVDSB web site.		
8.3	DEBRIEFING		
8.3.1	Not later than sixty (60) Days following the date of posting of a contract award notification in respect of the RFP, a proponent may contact the Buyer requesting a debriefing from the TVDSB, and the TVDSB shall conduct such debriefing in accordance with the requirements of the Ontario Supply Chain Guideline.		
8.3.1.2	Any request that is not timely received will not be considered and the proponent will be notified in writing.		
8.3.1.3	Proponents should note that, regardless of the time of submission of a request by a Proponent, debriefings will not be provided until such time as a contract award notification has been posted.		
8.4	BID PROTEST PROCEDURE		
8.4.1	In the event that a proponent wishes to review the decision of the TVDSB in respect of any material aspect of the RFP process, and subject to having attended a debriefing, the proponent shall submit a protest in writing to the TVDSB within ten (10) days from such a debriefing.		
8.4.2	Any protest in writing that is not timely received will not be considered and the proponent will be notified in writing.		
8.4.3	A protest in writing shall include the following:		
8.4.2.1	A specific identification of the provision and/or procurement procedure that is alleged to have been breached;		
8.4.2.2	A specific description of each act alleged to have breached the procurement process;		
8.4.2.3	A precise statement of the relevant facts;		
8.4.2.4	An identification of the issues to be resolved;		
8.4.2.5	The proponent's arguments and supporting documentation; and		
8.4.2.6	The proponent's requested remedy.		
8.4.2.7	In the event of any dispute or claim arising between the Board and any proponent as to their respective rights and obligations under the Contract, either party may give the other written notice of such dispute or claim within fourteen (14) calendar days of 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 and then if necessary, use mutually agreeable alternative dispute resolution prior to resorting to litigation. Each party shall continue performing its obligations during the resolution of any dispute.		

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ITEM NO.	TERMS AND CONDITIONS	WILL COMPLY/WILL NOT COMPLY	COMMENT
	Cheryl MacKenzie, Purchasing Services	Joyce Bennett, Chairperson	
9.0	ELECTRONIC BIDDING INSTRUCTIONS		
9.1	DOWNLOADING BID DOCUMENTS		
9.1.1	All documents are available from the TVDSB Web Site at www.tvdsb.ca		
9.1.2	Click "Board"		
9.1.3	Click "Purchasing"		
9.1.4	Click "Bids"		
9.1.5	Read instructions		
9.1.6	Click "Proceed to Inquiry/Download page"		
9.1.7	Click on the "Name of the Bid" to view documents in PDF format.		
9.1.8	Click on the "NEW" logo to download the executable files for preparing and submitting your bid.		
9.1.9	All bid files are available for downloading at no charge from the TVDSB web site.		
9.2	PRINTING COPIES OF BID DOCUMENTS		
9.2.1	To print a working copy of any bid document - Click on the "name of the Bid" to print documents in PDF format.		
9.3	COMPUTER SYSTEM REQUIREMENTS		
9.3.1	To use the electronic system, proponents must have the following equipment:		
9.3.1.1	Microsoft Windows, version 95 or greater		
9.3.1.2	2.5 MB available hard drive space		
9.3.1.3	3 ½ 1.44 MB diskette drive, USB Port or CD Burner.		
9.4	INSTALLATION OF BID PROGRAM ONTO YOUR COMPUTER:		
9.4.1	The TVDSB has made every effort to ensure the files are free of any virus and are functional. However, in safe computing practice, you are responsible for checking the files on your own virus checker to ensure it is free of any virus.		
9.4.2	Download the executables from our Web Site as shown above. Double click on the "NEW" logo for the executable file. Follow the instructions.		
9.4.3	The bid files are installed into a default directory called C:\LBTENDER. When the installation process is complete, a box will appear with a "Remove Thames Valley District School Board Tender icon"; please close this box. When the setup is complete, click close.		
9.4.4	To begin the Bid Program:		
9.4.4.1	Go to Windows Explorer		
9.4.4.2	Click on C:\ drive		
9.4.4.3	Open the folder "lbtender"		
9.4.5	The following file will be installed in the C:\lbtender directory:		

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ITEM NO.	TERMS AND CONDITIONS	WILL COMPLY/WILL NOT COMPLY	COMMENT
9.4.5.1	"Appendices609.xls" with the following worksheets:		
9.4.5.2	Worksheet A: Terms and Conditions in Excel format, electronic response required		
9.4.5.3	Worksheet B: Requirements/Specifications in Excel format, electronic response required		
9.4.5.4	Worksheet C: List of Locations in Excel format, electronic response required		
9.4.5.5	Worksheet D: Fee Schedule in Excel format, electronic response required		
9.4.5.6	Worksheet E: Agreement in Excel format, no response required		
9.4.5.7	Worksheet F: Criteria & Weighting in Excel format, no response required		
9.4.6	To start the process open the Excel files and complete as instructed.		
9.5	THE RETURN DISK OR MEMORY STICK		
9.5.1	After all bids have been entered:		
9.5.1.1	Copy the "Appendices609.xls" to either a 3.5" diskette, memory Stick or CD using your company's standard CD Writing program.		
9.5.1.2	Check to ensure that the "files" are on the diskette, memory stick or CD. Without these files we will not be able to download your bid.		
9.5.1.3	Be sure to label your diskette, memory stick or CD with company name and signature.		
9.6	LABELLING OF ENVELOPE AND DISK OR MEMORY STICK		
9.6.1	ADDRESS BID ENVELOPE AS SHOWN BELOW:		
9.6.2	From - Company Name & Address		
9.6.3	To: OFFICE OF THE TENDERS CLERK		
9.6.4	Thames Valley District School Board		
9.6.5	EDUCATION CENTRE,		
9.6.6	1250 Dundas Street,		
9.6.7	LONDON, Ontario		
9.6.8	N5W 5P2		
9.6.9	Full Day Kindergarten Extended Day Program and Before and After School Programs		
9.6.10	Bid #609		
9.6.11	RETURN DATE: prior to 12:00:00 noon local time, Friday, May 04, 2012	Note key dates	
9.7	PLEASE AFFIX LABEL ON DISK OR MEMORY STICK AS SHOWN BELOW:		
9.7.1	THAMES VALLEY DISTRICT SCHOOL BOARD		
9.7.2	Full Day Kindergarten Extended Day Program and Before and After School Programs		
9.7.3	Bid #609		
9.7.4	RETURN DATE: prior to 12:00:00 noon local time, Friday, May 04, 2012	Note key dates	

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9.7.5	Signature:		
9.7.6	Firm Name:		
10.0	SIGNATURE PAGE	Provide input the information requested below in the space provided below:	
10.1	This section must be completed, signed, and included with your submission for your bid to be accepted.		
10.2	I hereby acknowledge and agree that I have read and completed all of the preceding Contract Terms and Conditions and all Appendices. All required Appendices are included in our bid submission.		
10.3	I/We the undersigned are duly authorized to execute this Bid Submission on behalf of:		
10.4	NAME (Please print):		
10.5	TITLE:		
10.6	SIGNATURE:		
10.7	FIRM NAME:		
10.8	State the legal entity that your organization operates under:		
10.8.1	Proprietorship		
10.8.2	Partnership		
10.8.3	Corporation		
10.9	If your organization is incorporated, proponents must state the jurisdiction in which the corporation was originally incorporated in:		
10.9.1	Name of each individual Partner or Correct Legal Name of Corporation:		
10.9.2	E-MAIL ADDRESS:		
10.9.3	ADDRESS:		
10.9.4	INTERNET ADDRESS:		
10.9.5	TELEPHONE NO.:		
10.9.6	FAX NO.:		
10.10	If subcontracting, proponents must provide the correct legal name for any sub contractor, their full personal name and address, telephone number, fax number, as well as the name(s) of appropriate contact persons (with whom the TVDSB may consult regarding this bid with whom the proponent enters into a contract(s) with to carry out any portion of this contract:		
10.10.1	Firm Name:		
10.10.2	Firm Address:		
10.10.3	Telephone Number:		

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<i>ITEM NO.</i>	<i>TERMS AND CONDITIONS</i>	<i>WILL COMPLY/WILL NOT COMPLY</i>	<i>COMMENT</i>
10.10.4	Fax Number:		
10.10.5	E-MAIL ADDRESS:		

FIRM NAME : _____

SIGNATURE : _____

**THAMES VALLEY DISTRICT SCHOOL BOARD - REQUEST
FOR PROPOSAL - FULL DAY KINDERGARTEN EXTENDED DAY PROGRAMS AND BEFORE AND AFTER SCHOOL PROGRAMS -
WORKSHEET B - REQUIREMENTS**

ITEM NO.	TERMS AND CONDITIONS	Will Comply"/WILL NOT COMPLY	COMMENT
B1.0	WORKSHEET B - REQUIREMENTS		
B1.1	The TVDSB is seeking proposals from non-profit child care agencies licensed under the Day Nurseries Act of Ontario to start up and operate the school-based Ministry of Education's Full Day Extended Day Kindergarten Program (FDK)		
B1.2	A Before and After School Age Program for 6-12 year olds may also be provided if there is sufficient interest.		
B2.0	BACKGROUND		
B2.1	The Extended Day, Full-Day Early Learning-Kindergarten Program, is a child-centred, developmentally appropriate, integrated program. The purpose of the program is to establish a strong foundation for learning in the early years, and to do so in a safe and caring play-based environment that promotes the physical, social, emotional, and cognitive development of children. Five fundamental principles guide the Extended Day Program:		
B2.1.1	• All children benefit from consistent routines through the day program and the extended day program. They will also have opportunities to develop these routines with the Early Learning-Kindergarten teams.		
B2.1.2	• All children benefit from extended periods of time in a play-based program to independently explore and consolidate learning throughout their day.		
B2.1.3	• All children benefit from ongoing interaction with the same group of highly trained early learning professionals throughout their day.		
B2.1.4	• All children benefit from daily participation in activities that promote health, well-being, and active living. B59		
B2.1.5	• Families benefit from ongoing and regular communication with members of the Early Learning-Kindergarten team who are actively engaged with their child throughout the day.		
B2.2	The Extended Day Program draft document (2010) from the Ministry of Education is available online at http://www.edu.gov.on.ca/eng/curriculum/elementary/kinderProgram2010.pdf		
B3.0	LOCATIONS		
B3.1	Proposals are invited for the provision of before and/or after school child care programs at locations listed in Worksheet C. Proponents must indicate sites where they can provide these services.	Complete Worksheet C	
B3.2	Proponents must state if you currently operate a facility offering child care services that is located within 5 kilometres in the city and 15 kilometres in the county from any one of the school locations for which you are submitting a proposal. State address of that location and state age of children serviced.	Complete Worksheet C	

FIRM NAME: _____

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**THAMES VALLEY DISTRICT SCHOOL BOARD - REQUEST
FOR PROPOSAL - FULL DAY KINDERGARTEN EXTENDED DAY PROGRAMS AND BEFORE AND AFTER SCHOOL PROGRAMS -
WORKSHEET B - REQUIREMENTS**

ITEM NO.	TERMS AND CONDITIONS	Will Comply"/WILL NOT COMPLY	COMMENT
B4.0	TERM OF THE CONTRACT	Proponents must acknowledge compliance with the terms shown in this section ("Will Comply")	
B4.1	Proponent(s) that are successful through this Request for Proposal process will enter into a License Agreement with the TVDSB in Worksheet E - Agreement. Proponents must state their agreement to this condition.		
B4.2	No amendments to the Agreement will be negotiated with any proponent responding to this Request for Proposal, and further, the TVDSB will not enter into any separate contract or Agreement drafted by, presented by, or otherwise proposed by the Proponent, including any "standard form" or other vendor contract except the Agreement as set out in Worksheet E.		
B4.3	Notwithstanding the foregoing, the Agreement will be tailored to the successful operator with regards to sites/locations by the TVDSB.		
B4.4	A Proponent who submits conditions, options, variations or contingent statements to the terms set out in the Agreement, either as part of its submission or after receiving notice of selection, may be disqualified.		
B4.5	It is expected that the successful operator(s) will be responsible for all administrative duties including collecting fees and administering subsidies. The successful operator(s) will be asked to sign an agreement with the TVDSB outlining the responsibilities with respect to providing the Extended Day Program. (See Copy of Agreement in Worksheet E)		
CONTRACT START AND END DATES			
B4.6	There are two separate Contract Starting Dates in this Agreement - September 1, 2013 and September 1, 2014. The TVDSB is willing to adjust the contract start date in any of the locations listed in Worksheet C to as early as September 2012. The extended day program must start if viable upon full day kindergarten implementation years shown in Worksheet C.		
B4.7	It is the intent of the TVDSB to enter into a contract, commencing September 1, 2013 and ending July 31, 2014 for the sites listed in Worksheet C - "Locations for 2013". The contract will be reviewed annually, ending July 31, 2023.		
B4.8	It is the intent of the TVDSB to enter into a contract, commencing September 1, 2014 and ending July 31, 2015 for the sites listed in Worksheet C - "Locations for 2014". The contract will be reviewed annually ending July 31, 2023.		
B4.9	The TVDSB reserves the right to issue an Request for Proposal if services are required for any additional sites.		

FIRM NAME: _____

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**THAMES VALLEY DISTRICT SCHOOL BOARD - REQUEST
FOR PROPOSAL - FULL DAY KINDERGARTEN EXTENDED DAY PROGRAMS AND BEFORE AND AFTER SCHOOL PROGRAMS -
WORKSHEET B - REQUIREMENTS**

ITEM NO.	TERMS AND CONDITIONS	Will Comply"/WILL NOT COMPLY	COMMENT
B4.10	The TVDSB reserves the right to offer the successful operator(s) of this Request for Proposal additional school locations that require child care services for a period of one (1) year following the award date of this Request for Proposal.		
B5.0	DOCUMENTATION	Proponents must acknowledge compliance with the terms shown in this section ("Will Comply")	
B5.1	Prior to commencing work the successful operator(s) must provide the TVDSB with:		
B5.1.1	• Signed copy of License Agreement accompanied by Schedule 1 (Worksheet E)		
B5.1.2	• Copy of Operator's Policies and Procedures		
B5.1.3	• Copy of Commercial Liability Insurance Certificate		
B5.1.4	• Criminal Record Checks for each employee		
B5.1.5	• Copy of the Day Nurseries Act License, issued by the Ministry of Children and Youth Services, for each approved Extended Day Program location.		
B5.2	The TVDSB's Contract Administrator will provide the operator with all location information. It is the responsibility to have all the requirements of the Day Nurseries Act fulfilled in order to utilize the space provided.		
B6.0	SCOPE OF WORK	Proponents must acknowledge compliance with the terms shown in this section ("Will Comply")	
B6.1	The successful operator at each school would be expected to be the sole delivery agent of the Extended Day Program as well as the Before and After School Age Programs at that location.		
B6.2	The successful operator(s) will be responsible for surveying the families enrolled in FDK for using the survey provided by the TVDSB.		
B6.3	The successful operator(s) will be responsible for collating the survey results and providing the results to the TVDSB as per the date requested.		
B6.4	The successful operator(s) will be provided with appropriate designated space within the school that meets the requirement of the Day Nurseries Act.		

FIRM NAME: _____

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**THAMES VALLEY DISTRICT SCHOOL BOARD - REQUEST
FOR PROPOSAL - FULL DAY KINDERGARTEN EXTENDED DAY PROGRAMS AND BEFORE AND AFTER SCHOOL PROGRAMS -
WORKSHEET B - REQUIREMENTS**

ITEM NO.	TERMS AND CONDITIONS	Will Comply"/WILL NOT COMPLY	COMMENT
B7.0	REQUIREMENTS FOR PROPONENTS	Proponents must acknowledge compliance with the terms shown in this section ("Will Comply")	
B7.1	As per the Education Act the successful operator will ensure Extended Day Programs are:		
B7.1.1	• Delivered at the very least on each instructional day		
B7.1.2	• Delivered on the school premises		
B7.1.3	• Led by a Registered Early Childhood Educator (ECE)		
B7.1.4	• Licensed under the Day Nursery Act		
B7.1.5	• In compliance with additional conditions set out in regulations		
B7.1.6	• Deliver content consistent with the Ministry's <i>Extended Day Program</i> for FDK sites		
B7.1.7	• Eligible to receive fee subsidy payments for children enrolled in its program		
B7.2	Proponents should also have the ability/capacity to:		
B7.2.1	• Offer full day programs on non-instruction days (PA days, March Break, Winter Break, Summer) for families, where there is sufficient interest and school facilities are accessible.		
B7.2.2	• Deliver a Before and After School Age program for children 6 to 12 years of age		
B7.2.3	Kindergarten (FDK) Program consistent with the Early Learning Kindergarten program		
B8.0	Financial Requirements	Proponents must acknowledge compliance with the terms shown in this section ("Will Comply")	
B8.1	The successful proponent must maintain a complete and accurate record of all revenue, and business transactions as per accepted business practices.		
B8.2	A budget with a <i>deficit</i> position will not be accepted without being accompanied by a well-thought-out realistic business plan that identifies how the deficit will be addressed in the following two (2) years to end in a balanced budget. This means that a centre is allowed a maximum of two (2) years of deficit before a balanced budget is expected.		

FIRM NAME: _____

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**THAMES VALLEY DISTRICT SCHOOL BOARD - REQUEST
FOR PROPOSAL - FULL DAY KINDERGARTEN EXTENDED DAY PROGRAMS AND BEFORE AND AFTER SCHOOL PROGRAMS -
WORKSHEET B - REQUIREMENTS**

ITEM NO.	TERMS AND CONDITIONS	Will Comply"/WILL NOT COMPLY	COMMENT
B8.3	If the centre's actual performance for the year, as per the audited statement (B17.1.2), resulted in a deficit (even though they budgeted a surplus), there should be a clear reason given for the deficit. A well-thought-out, realistic business plan that identifies how the deficit will be addressed within a maximum of two (2) years that follow that year should be submitted along with the audit.		
B9.0	Status, Laws, By-Laws Regulations	Proponents must acknowledge compliance with the terms shown in this section ("Will Comply")	
B9.1	In operating its Programs in any of the Schools, the Operator (Licencee) shall comply with all applicable statutes, laws, by-laws, regulations, ordinances and orders from time to time, or at any time, which have jurisdiction over or relate to or affect the Licencee, the Licencor (TVDSB, the operation of the Programs or the condition, maintenance, use or occupation of the Schools (together, "Applicable Laws"). (As per Agreement - Worksheet E)		
B10.0	Room Selection	Proponents must acknowledge compliance with the terms shown in this section ("Will Comply")	
B10.1	The TVDSB will select which classrooms to be utilized by the Extended Day and the Before and After School Age program.		
B10.2	Ancillary space such as the gym, library and common areas will also be provided in the school when available. Access to shared rooms will be discussed with the Principal and agreed to in writing.		
B11.0	Supervision/Staffing Requirements:	Proponents must acknowledge compliance with the terms shown in this section ("Will Comply")	
B11.1	Ratios shall meet the Day Nurseries Act		
B11.2	Qualifications of staff must meet Day Nurseries Act		

FIRM NAME: _____

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**THAMES VALLEY DISTRICT SCHOOL BOARD - REQUEST
FOR PROPOSAL - FULL DAY KINDERGARTEN EXTENDED DAY PROGRAMS AND BEFORE AND AFTER SCHOOL PROGRAMS -
WORKSHEET B - REQUIREMENTS**

ITEM NO.	TERMS AND CONDITIONS	Will Comply"/WILL NOT COMPLY	COMMENT
B12.0	Program Materials	Proponents must acknowledge compliance with the terms shown in this section ("Will Comply")	
B12.1	It will be the responsibility of the successful operator(s) to incur all costs relative to the set up of the child care space. This includes, but is not limited to, costs relative to: furnishings, toys and equipment, appliances, program supplies and information/technology equipment.		
B12.2	Certain equipment may be made available upon written agreement by the Principal.		
B13.0	Snack Program	Proponents must acknowledge compliance with the terms shown in this section ("Will Comply")	
B13.1	A snack shall be provided in the Extended Day and Before and After School Age Program.		
B13.2	Snacks shall be in accordance with the School Food and Beverage Policy found at www.ontario.ca/healthyschools , as well as being in compliance with the Day Nurseries Act and the TVDSB Food and Beverages in our School procedure.		
B14.0	Room Condition	Proponents must acknowledge compliance with the terms shown in this section ("Will Comply")	
B14.1	When the program is complete in the morning and/or afternoon, the room shall be left in a clean and tidy condition. All tables used shall be wiped down. All material shall be put away in a tidy manner.		
B15.0	Room Occupancy	Proponents must acknowledge compliance with the terms shown in this section ("Will Comply")	
B15.1	The successful operator(s) and the School Principal will determine a mutually agreeable time to access room(s) for setup and implementation of the program.		

FIRM NAME: _____

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**THAMES VALLEY DISTRICT SCHOOL BOARD - REQUEST
FOR PROPOSAL - FULL DAY KINDERGARTEN EXTENDED DAY PROGRAMS AND BEFORE AND AFTER SCHOOL PROGRAMS -
WORKSHEET B - REQUIREMENTS**

ITEM NO.	TERMS AND CONDITIONS	Will Comply"/WILL NOT COMPLY	COMMENT
B16.0	Hours of Operation	Proponents must acknowledge compliance with the terms shown in this section ("Will Comply")	
B16.0	From 7:30 a.m. to the commencement of the regular Instructional Day (as defined below) at the respective Schools and from the end of the regular Instructional Day at the respective School to 6:00 p.m., Monday to Friday, inclusive and on days ("Instructional Days") the Schools are otherwise generally open for the instruction of students; from September, (the "Commencement Date") to last Instructional Day in June.		
B17.0	DOCUMENTATION REQUIREMENTS FOR ALL PROPONENTS SUBMITTING A PROPOSAL	Provide required information requested below as an attachment/enclosure	
B17.1	Proponents must include:		
B17.1.1	• A copy of Non-profit status verification (incorporation papers)		
B17.1.2	• A copy of your agency's most recent audited financial statement		
B17.1.3	• A copy of your most recent Parent Feedback Survey along with a summary of the results		
B17.1.4	• A copy of your "Provisional License" along with the visit summary if your organization has been issued a "Provisional License" by MCYS, in the last two (2) years, with respect to any licensed service you offer.		
B17.2	Proponents must :	Provide input the information requested below in the space provided below:	Insert additional rows if necessary
B17.2.1	• State the location of your organization's administration office.		
B17.2.2	• State number of years in child care business		
B17.2.3	• State number of years operating Before and After School Age Programs		
B17.2.4	• List the child care services you currently offer		

FIRM NAME: _____

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**THAMES VALLEY DISTRICT SCHOOL BOARD - REQUEST
FOR PROPOSAL - FULL DAY KINDERGARTEN EXTENDED DAY PROGRAMS AND BEFORE AND AFTER SCHOOL PROGRAMS -
WORKSHEET B - REQUIREMENTS**

<i>ITEM NO.</i>	<i>TERMS AND CONDITIONS</i>	<i>Will Comply"/WILL NOT COMPLY</i>	<i>COMMENT</i>
B17.2.5	<ul style="list-style-type: none"> State any unique services that your organization could provide that may be important in the selection of a child care provider. Specifically, please outline any relevant information that would differentiate your organization from the other proponents. 		
B17.2.6	<ul style="list-style-type: none"> Describe how your organization plans to work collaboratively with the TVDSB and the Schools to ensure a successful operation and implementation of the Ministry of Education's Extended Day Program including the following: 		
B17.2.6.1	<ul style="list-style-type: none"> Meeting with Principals 		
B17.2.6.2	<ul style="list-style-type: none"> Concerns from parents 		
B17.2.6.3	<ul style="list-style-type: none"> TVDSB School Staff 		
B17.2.6.4	<ul style="list-style-type: none"> Other key stakeholders (School Community Group, Parent Council, Home and School Associations etc) 		
B17.2.7	<ul style="list-style-type: none"> State your Board of Directors meeting dates for the last six months. The TVDSB reserves the right to request the most recent meeting minutes. 		
B17.2.8	<ul style="list-style-type: none"> State your Parent Advisory Committee meeting dates for the last six months. The TVDSB reserves the right to request the most recent meeting minutes. 		
B17.2.9	<ul style="list-style-type: none"> Detail the procedures in place to ensure the staff child ratio is met in the absence of regular staff on site. 		
B17.2.10	<ul style="list-style-type: none"> Describe your ability to provide care for special needs children. 		
B17.2.11	<ul style="list-style-type: none"> Describe your experience in collaborating with community organizations to meet the needs of children requiring additional supports. 		

FIRM NAME: _____

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**THAMES VALLEY DISTRICT SCHOOL BOARD - REQUEST
FOR PROPOSAL - FULL DAY KINDERGARTEN EXTENDED DAY PROGRAMS AND BEFORE AND AFTER SCHOOL PROGRAMS -
WORKSHEET B - REQUIREMENTS**

ITEM NO.	TERMS AND CONDITIONS	Will Comply"/WILL NOT COMPLY	COMMENT
B17.3.1	Proponents must state the name of the child care centre/organization's Executive Director/CEO.		
B17.3.2	• Number of years the Executive Director/CEO has been employed with organization.		
B17.3.3	• Executive Director/CEO's managerial and supervisory experience (include number of years in supervisory role and educational background).		
B17.4	Proponents must outline the following resources provided to staff:		
B17.4.1	• Initial Orientation		
B17.4.2	• Ongoing Professional Development and/or In-service Training		
B17.4.3	• Support by Supervisor		
B17.4.4	• Other Support Resources		
B18.1	Programs	Provide required information requested below as an attachment/enclosure	Maximum of 2 pages by Program
B18.1	Proponents must provide a completed example of the "weekly planner" currently used for each of the following demonstrating the program practices. Maximum per two pages for each of the following programs.		
B18.1.1	• Junior and Senior Kindergarten children		
B18.2.2	• Children 6 - 12 years of age		
B18.1.2	• Full day programs on non-instructional days		
B19.0	Snack Program:	Provide input the information requested below in the space provided below:	Insert additional rows if necessary
B19.1	Proponents must describe policies around food allergies.		
B19.2	Proponents must describe policies around food preparation.		
B19.3	Proponents must provide a copy of the snack menus to be utilized	Provide required information requested below as an attachment/enclosure	
B20.0	Program Fees		
B20.1	Proponents should state proposed fee schedule in Worksheet D.	Insert fees in Worksheet D	

FIRM NAME: _____

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**THAMES VALLEY DISTRICT SCHOOL BOARD - REQUEST
FOR PROPOSAL - FULL DAY KINDERGARTEN EXTENDED DAY PROGRAMS AND BEFORE AND AFTER SCHOOL PROGRAMS -
WORKSHEET B - REQUIREMENTS**

ITEM NO.	TERMS AND CONDITIONS	Will Comply"/WILL NOT COMPLY	COMMENT
B20.1.1	Fee schedule; (Note: Please ensure your fee schedule indicates specific rates for each type of care. (i.e. – One rate for before <u>and</u> after school, one rate for before school only and one rate for after school only. Charges are <u>not</u> to be hourly).	Insert fees in Worksheet D	
B21.0	Room Fees for Licensed Room	Proponents must acknowledge compliance with the terms shown in this section ("Will Comply")	
B21.1	The TVDSB will charge the following rates for licensed rooms for Before and After Extended Day Programs and Before and After School Age Programs for 10 months. The TVDSB reserves the right to increase or decrease the rate.		
B21.2.1	• Before and After School - \$50.00 per month per licensed room (10 months)		
B21.2.2	• Before School Only - \$25.00 per month per licensed room (10 months)		
B21.2.3	• After School Only - \$25.00 per month per licensed room (10 months)		
B21.2.4	• Full Days on Non-Instructional Days - Prorated		
B21.3	The TVDSB will charge a pro-rated fee for programs operating on Full Day non-instructional days.		
B22.4	The amounts payable under the "Licence Fees", together with Harmonized Sales Tax ("HST") thereon, will be payable in ten (10) equal instalments, in advance, on the first day of each successive calendar month and with the first such payment due on September 1 of each year of the contract as per agreement shown in Worksheet E.		
B22.0	REFERENCES	Provide input the information requested below in the space provided below:	Insert additional rows if necessary
B22.1	Bidders must provide a minimum of three (3) references where you have successfully provided goods and or services similar to this bid document. One reference must be from an agency other than the TVDSB. The reference must contain the following information:		
B22.1.1	Reference 1 - Company Name:		
B22.1.2	Reference 1 - Address:		
B22.1.3	Reference 1 - Contact Name:		
B22.1.4	Reference 1 - Phone Number:		
B22.1.5	Reference 1 - Fax Number:		
B22.1.6	Reference 1 - e-mail address:		
B22.2.1	Reference 2 - Company Name:		

FIRM NAME: _____

SIGNATURE: _____

**THAMES VALLEY DISTRICT SCHOOL BOARD - REQUEST
FOR PROPOSAL - FULL DAY KINDERGARTEN EXTENDED DAY PROGRAMS AND BEFORE AND AFTER SCHOOL PROGRAMS -
WORKSHEET B - REQUIREMENTS**

ITEM NO.	TERMS AND CONDITIONS	Will Comply"/WILL NOT COMPLY	COMMENT
B22.2.2	Reference 2 - Address:		
B22.2.3	Reference 2 - Contact Name:		
B22.2.4	Reference 2 - Phone Number:		
B22.2.5	Reference 2 - Fax Number:		
B22.2.6	Reference 2 - e-mail address:		
B22.3.1	Reference 3 - Company Name:		
B22.3.2	Reference 3 - Address:		
B22.3.3	Reference 3 - Contact Name:		
B22.3.4	Reference 3 - Phone Number:		
B22.3.5	Reference 3 - Fax Number:		
B22.3.6	Reference 3 - e-mail address:		

FIRM NAME: _____

SIGNATURE: _____

**THE THAMES VALLEY DISTRICT SCHOOL BOARD - FULL DAY KINDERGARTEN EXTENDED DAY
PROGRAMS AND BEFORE AND
AFTER SCHOOL PROGRAMS -
WORKSHEET C - LIST OF
LOCATIONS**

<i>Item No.</i>	<i>School Name - TVDSB FDK Year 3 Schools</i>	<i>Address</i>	<i>Postal Code</i>	<i>Mark an "X" beside the school(s) you are interested in servicing</i>	<i>State address of the closest location where you currently operate a facility offering child care services</i>	<i>State ages of children for facility shown in Column "F"</i>	<i>Comments</i>
LOCATIONS FOR 2013							
C1	Aldbrough Public School	11443 Furnival Road, Box 400, R. R. 3, Rodney, ON	N0L 2C0				
C2	Ekcoe Central Public School	3719 Parkhouse Drive, R. R. 3, Glencoe, ON	N0L 1M0				
C3	Hickson Central Public School	161 Loveys Street, Hickson, ON	N0J 1L0				
C4	Maple Lane Public School	25 Maple Lane, Tillsonburg, ON	N4G 2Y8				
C5	Mosa Central Public School	22741Pratt Siding Road, R. R. 1, Glencoe, ON	N0L 1M0				
C6	North Norwich Public School	Box 40, 40 Main Street South, Burgessville, ON	N0J 1C0				
C7	Norwich Public School	Box 327, 8 Elgin Street, Norwich, ON	N0J 1P0				
C8	Otterville Public School	118 Main Street West, Otterville, ON	N0J 1R0				
C9	Parkhill-West Williams Public School	204 McLeod Street, Box 488, Parkhill, ON	N0M 2K0				
C10	South Dorchester Public School	48614 Crossley Hunter Line, R.R.1, Belmont, ON	N0L 1B0				
C11	Sparta Public School	Box 60/45885 Sparta Line, Sparta, ON	N0L 2H0				
C12	Springfield Public School	133 Main Street, Springfield, ON	N0L 2J0				
C13	Tavistock Public School	Box 370, 79 Maria Street, Tavistock, ON	N0B 2R0				
LOCATIONS FOR 2014							
C14	A. J. Baker Public School	528 Allen Street, Kintore	N0M 2C0				
C15	Adelaide-W. G. MacDonald Public School	29059 School Road, R. R. 5, Strathroy, ON, ON	N7G 3H6				
C16	Rolph Street Public School	83 Rolph Street, Tillsonburg, ON	N4G 3Y2				
C17	South Ridge Public School	R. R. 7/391Quarter Line Road, Tillsonburg, ON	N4G 4H1				
C18	Southside Public School	360 Albert Street, Woodstock, ON	N4S 2L4				

FIRM NAME: _____

SIGNATURE: _____

**THAMES VALLEY DISTRICT SCHOOL BOARD - REQUEST
FOR FULL DAY KINDERGARTEN EXTENDED DAY PROGRAM AND BEFORE AND AFTER SCHOOL PROGRAMS -
WORKSHEET D - FEES**

ITEM NO	DESCRIPTION	STATE FEE	Maximum % Increase for 2013	Maximum % Increase for 2014	COMMENTS
	WORKSHEET D - FEES AND FEE SCHEDULE, INCLUDING DISBURSEMENTS				
	All proposals must clearly outline the responsibilities both of the TVDSB and the successful operator. ALL Fees to be paid by the children's parents must be clearly defined. Proponents must clearly describe your fees and fee schedule. The TVDSB reserve the right to increase or decrease the rate).				
	Proponents must state fee for 2012 school year				
D1.0	An all-inclusive Fee Schedule, including, if any, instalment payments separated into the options below:				
D1.1	Fees Extended Day Program (3.8 - 5 Years of Age)*(Based on Full Time Rates)				
D1.1.1	Fee per Child per Day Before School only				
D1.1.2	Fee per Child per Day After School only				
D1.1.3	Fee per Child per Day Before and School				
D1.1.4	Fee per Child per full day for programs run on non-instructional days				
D2.1	Fees Before and After School Program (6 - 12 Years of Age) *(Based on Full Time Rates)				
D2.1.1	Fee per Child per Day Before School only				
D2.1.2	Fee per Child per Day After School only				
D2.1.3	Fee per Child per Day Before and School only				
D2.1.4	Fee per Child per full day for programs run on non-instructional days				
D3.1	Other Fees if applicable				
D3.1.1	Registration fee (if applicable)				
D3.1.2	Cancellation fee (if applicable)				
D3.1.3	State the percentage discount if more than one child is enrolled in any of the programs listed above				
D3.1.4	State minimum number of children for program to operate				
D4.1	Proponents must state any other expenses to parents below:				
D4.2					
D4.3					
D4.4					

FIRM NAME: _____

SIGNATURE: _____

**THAMES VALLEY DISTRICT SCHOOL BOARD - REQUEST
FOR FULL DAY KINDERGARTEN EXTENDED DAY PROGRAM AND BEFORE AND AFTER SCHOOL PROGRAMS -
WORKSHEET D - FEES**

ITEM NO	DESCRIPTION	STATE FEE	Maximum % Increase for 2013	Maximum % Increase for 2014	COMMENTS
	WORKSHEET D - FEES AND FEE SCHEDULE, INCLUDING DISBURSEMENTS				
D4.5					
D4.6					
D4.7					
D4.8					
D4.9					
D4.10					
D4.11					

FIRM NAME: _____

SIGNATURE: _____

[This document was prepared by Scott Spindler of Harrison Pensa LLP, together with the administration of Thames Valley District School Board (“TVDSB”), in order to address the specific circumstances, requirements, policies and procedures of TVDSB. This document should not be used by others, without a thorough legal review and analysis of such parties’ own particular circumstances, requirements, policies and procedures. Any use of this document by others will be at the user’s own risk.]

[Note to draft: Legal review of document recommended, prior to execution.]

**MULTI-LOCATION
LICENCE AGREEMENT
FOR BEFORE AND AFTER SCHOOL PROGRAMS**

THIS AGREEMENT made as of the [•] day of [•], 20[•]

BETWEEN:

THAMES VALLEY DISTRICT SCHOOL BOARD

(the “Licencor”)

AND

[•] **[Note to draft: fill in full legal name of Licencee.]**

(the “Licencee”)

WHEREAS the Licencor is prepared to grant the Licencee a non-exclusive Licence to use portions of the school buildings (the “Schools”) identified in Part A of Schedule 1 hereto, for purposes of running child care programs (the “Programs”) described in Part B of Schedule 1 hereto, on the terms and conditions contained herein;

NOW THEREFORE this agreement (the “Agreement”) **witnesses that**, for good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Licencor and Licencee hereby agree as follows:

1. Licence

(1) The Licencor hereby grants to the Licencee the right to access and utilize: the rooms in the Schools indicated in Part C of Schedule 1 hereto; from 7:30 a.m. to the commencement of the regular Instructional Day (as defined below) at the respective Schools and from the end of the regular Instructional Day at the respective School to 6:00 p.m., Monday to Friday, inclusive and on days (“**Instructional Days**”) the Schools are otherwise generally open for the instruction of students; from September [•], 2011 (the “**Commencement Date**”) to last Instructional Day in June, 2012 (the “**201x-201x School Year**”); and, at the rate(s) specified in Part C of Schedule 1 hereto.

(2) To the extent that the Licencee wishes to access and utilize rooms within the Schools, for purposes of operating Programs during the period from the Commencement Date to **[August 31, 201x]** at times and/or on days not contemplated in section 1(1) above (it being understood that the Schools will not be made available to the Licencee on weekends and/or statutory or civic holidays), the Licencee shall provide a written request for same to the Licencor, indicating the Licencee’s desired access at least **[sixty (60) days]** prior to the first of the dates and rooms for which such access is being requested. The Licencor shall consider such request, taking into account its own operational requirements, including custodial and other applicable cost issues, and advise the Licencee, in writing, which of the requested rooms are available, the respective times and dates such rooms will be available and any additional amounts payable by the Licencee for such access.

For purposes of the foregoing, the Licencor anticipates that the additional fee it will charge in connection with the foregoing shall represent a pro-rated portion of the Licence Fees (defined below), together with an amount to compensate the board for any custodial costs it might have as a result of any such access, over and above the custodial costs the Licencor would otherwise have. The Licencor may approve or reject any such request, in its absolute discretion.

(3) The Licencee accepts the rooms within the Schools which it is permitted to access and utilize pursuant to this Agreement (each, a “**Licensed Space**”) in an “as is” condition.

(4) The Licencee’s right to access and use a Licensed Space shall be limited to the hours and days specified in section 1(1) above or are as agreed to under section 1(2) above. The Licencee further acknowledges that it shall not be provided with any keys for access to any of the Schools or any Licensed Space therein.

2. Licence Fees

(1) The amounts payable under section 1(1) (the “**Licence Fees**”), together with Harmonized Sales Tax (“**HST**”) thereon, will be payable in ten (10) equal instalments, in advance, on the first day of each successive calendar month and with the first such payment due on September 1, **201x**. Additional amounts payable under section 1(2) shall be subject to HST (payable by the Licencee), any such additional amount will be subject to such payment terms as the Licencor may advise the Licencee of at such time as the Licencor otherwise advises the Licencee of the respective times and dates any additional rooms will be made available to the Licencee pursuant to the arrangements contemplated in section 1(2) above.

3. Renewals

(1) Subject to its own operating requirements, costs and concerns, the Licencor is interested in exploring its continued support of the Licencee's Programs after this Agreement expires on August 31, **201x**. Accordingly, so long as the Licencee communicates its requirements for the operation of its Programs for the subsequent period to the Licencor prior to May 15, **201x**, the Licencor is committed to meeting with the representatives of the Licencee for purposes of determining whether the parties wish to enter into similar arrangements to those contemplated herein for a subsequent twelve month or other period.

4. Licencee's Covenants

(1) The Licencee shall use the Licenced Spaces only for the purposes of operating Programs and for no other purpose.

(2) The Licencee shall conduct its operation of the Programs according to reasonable standards acceptable for that type of operation, from time to time.

(3) In operating its Programs in any of the Schools, the Licencee shall comply with all applicable statutes, laws, by-laws, regulations, ordinances and orders from time to time, or at any time, which have jurisdiction over or relate to or affect the Licencee, the Licencor, the operation of the Programs or the condition, maintenance, use or occupation of the Schools (together, “**Applicable Laws**”).

(4) Prior to the Commencement Date (and upon amendment), the Licencee shall provide the Licencor with complete copies of the fees, policies and procedures (and any amendment thereto) it intends to use in connection with the operation of its Programs in order to allow the Licencor to comply with its statutory obligations.

(5) The Licencee and all persons under its control shall comply with all policies, procedures, rules and regulations adopted by the Licencor, from time to time, and relating to the Schools and/or the Licencor's operation of the Schools, including, without limitation, emergency procedures. All such policies, procedures, rules and regulations shall be deemed to be incorporated into and form part of this Agreement.

(6) **Prior to the Commencement Date, the Licencee shall make such arrangements as are necessary so that the Licencor is provided with criminal background checks (in form and scope reasonably acceptable to the Licencor), in respect of all of the Licencee's employees, servants, volunteers, invitees and others for whom it is responsible for at law who will be entering any of the Schools in connection with the Programs. If the Licencee proposes to have any new employee, volunteer, invitee or other individual for whom the Licencee is responsible for at law enter any of the Schools in connection with the Programs during the currency of this Agreement, the Licencee shall make such arrangements as are necessary so that prior to such individual being allowed to enter any of the Schools, the Licencor is provided with a criminal background check (in form and scope reasonably acceptable to the Licencor), in respect of such individual. Based on the content of any criminal background check provided to it, the Licencor shall be entitled to request that any particular individual not be allowed to enter any of the Schools and the Licencee shall ensure that such request is complied with.**

An Offence Declaration is a written declaration signed by an individual, listing all of the individual's convictions for offences under the Criminal Code (Canada) up to the date of the declaration that are either not included in the criminal background check delivered in respect of such individual or for which a pardon has been granted, Careful consideration should be given to the nature and longevity of the arrangement to determine what the Board's obligations will be in respect of Offence Declarations and what appropriate language should be added to ensure that the Board is able to obtain the Offence Declarations it is required to obtain under Regulation 521/01.]

(7) The Licencee shall ensure that it obtains, in advance, all necessary parental consents for the participation of all minors in its Programs.

(8) The Licencee shall ensure that all of its employees, servants and volunteers are fully knowledgeable of the details of all of the Licencor's Safe Schools Policies and Procedures. Furthermore, the Licencee shall be responsible for ensuring that all of its employees, servants and volunteers fully comply with all of the requirements of such policies and procedures, including, without limitation, complying with all reporting requirements found under such policies and procedures, in the same manner in which the Licencor and its employees, servants and/or volunteers are intended to comply with same. The Licencee shall undertake whatever actions may be necessary under applicable privacy legislation to allow it to comply with such reporting requirements. **[Note to draft: This provision might not be applicable. Delete as appropriate.]**

(9) The Licencee shall not permit or suffer to be permitted any damage or injury to any of the Schools. The Licencee will, at its cost, repair any damage caused by any persons under its control, including, without limitation, its employees, servants, volunteers, invitees, participants in its Programs and others for whom the Licencee is responsible for at law.

(10) The Licencee shall not make any alterations, repairs or installations in any of the Schools without the Licencor's prior written consent (which may be withheld for any reason), and any such alterations, repairs or installations made shall be: (a) at the Licencee's expense; and, (b) in compliance with all policies, procedures, rules, regulations and directives of the Licencor relating thereto.

(11) The Licencee will not install any equipment which would exceed or overload the capacity of the utility facilities in any part or the whole of the Schools or the electrical wiring and service in any part or the whole of the Schools. Any equipment used by the Licencee shall have and bear the appropriate standard and/or approval of the Canadian Standards Association.

5. Licencor's Rights

(1) Notwithstanding anything contained in this Agreement, the Schools shall be under the exclusive control and management of the Licencor. Without limiting the foregoing, the Licencor shall have the right, at any time and from time to time:

(a) to operate, manage and otherwise deal with the Schools as determined by the Licencor in its sole and absolute discretion;

(b) to make additions to, or subtractions from, or to change, rearrange or relocate any part of any of the Schools;

(c) to grant, modify or terminate easements and other agreements pertaining to the use and maintenance of all or any part of the Schools; and

(d) to enter into all parts of the Schools, including, without limitation, any Licenced Space, at any time to undertake any work or alterations to the Schools the Licencor deems necessary.

(2) The Licencor shall have complete discretion to direct that the Licencee use an alternative room within a School from that which the Licencee has otherwise been granted a Licence to utilize under this Agreement, so long as such room is reasonably similar to the room otherwise made available to the Licencee under this Agreement and such room otherwise meets the requirements of *The Day Nurseries Act* (Ontario) in the same manner as the original room did. Any such request shall be without compensation to the Licencee and the Licencee shall comply with such request forthwith.

(3) It is understood and agreed by the parties that the Licencor shall have complete and unfettered discretion with respect to the usage of any Licenced Space outside the hours during which the Licencee is permitted to utilize such Licenced Space under this Agreement.

6. Services

(1) The Licencor agrees to provide the following services to the Licencee in respect of the Licenced Spaces and during the permitted hours of operation as contemplated herein:

(a) access to the Licenced Spaces on the basis provided for in this Agreement;

(b) heating, air conditioning (if available), lighting and electrical power, as provided generally to the respective School;

(c) maintenance, cleaning and security services to the same extent that such are supplied generally to the respective School;

(d) use of sanitary facilities as may be determined by the Licencor; and

(e) water flushing and testing procedures as the Licencor normally does in respect of its schools.

(2) In no event shall the Licencor be liable for: any injury to the Licencee, its employees, agents, invitees or children participating in the Programs; damage to any property of the Licencee or any one else; any loss of profits or business interruption, indirect or consequential damages; or for any other costs, losses or damages of any kind, arising from any interruption or failure in the supply of any utility or service to any of the Schools or any parts thereof.

(3) The Licencee shall coordinate the parking requirements of its employees, invitees and others for whom it is responsible at law with the respective principal of the respective School. The determination of the respective principal in respect of all parking issues shall be final. The Licencee agrees to ensure that its employees, invitees and others for whom it is responsible at law abide by and comply with all directives which a principal may issue, from time to time, with respect to parking in the parking lot associated with a School.

7. Default and Termination

(1) If the Licencee is in default of any obligation or covenant under this Agreement, the Licencor shall have the right to terminate this Agreement upon giving the Licencee not less than fifteen (15) days prior written notice of such termination. Notwithstanding the foregoing, if a breach of this Agreement or any action of or circumstance relating to the Licencee, its employees, servants, volunteers, invitees or others for whom it is responsible for at law affects the safety of the Licencor's students or negatively impacts the reputation of the Landlord (in the reasonable opinion of the Licencor), the Licencor shall be entitled to terminate this Agreement with immediate effect. In the event of any termination under this Section 7(1):

the Licencor shall have no further obligations to the Licencee; such termination shall be without compensation to the Licencee; and, the Licencee shall surrender and vacate the Licenced Space, remove all of the Licencee's equipment and trade fixtures (and, at the option of the Licencor, any alterations made to the Licenced Space on behalf of the Licencee) and forthwith repair any damage to the Licenced Space caused by their installation or removal, failing which such may be completed by the Licencor at the cost of the Licencee.

8. Indemnity and Insurance

(1) The Licencee shall, at its sole cost and expense, take out and maintain in full force and effect, at all times while this Agreement is in force, the following insurance:

(a) "All Risks" insurance on property of every description and kind owned by the Licencee, or for which the Licencee is legally liable, or which is installed by or on behalf of the Licencee, within any of the Schools including, without limitation, stock-in-trade, furniture, equipment, partitions, trade fixtures and improvements, in an amount not less than the full replacement cost thereof from time to time;

(b) general liability and property damage insurance, including personal liability, contractual liability, Licencees' legal liability, non-owned automobile liability, and owners' and contractors' protective insurance coverage with respect to the Schools, which coverage shall include the operations conducted by the Licencee in the Schools. Such policies shall be written on a comprehensive basis with coverage for any one occurrence or claim of not less than Two Million Dollars (\$2,000,000.00) or such higher limits as the Licencor may reasonably require from time to time; and

(c) such other forms of insurance as may be reasonably required by the Licencor from time to time.

(2) All such insurance shall be with insurers and shall be on such terms and conditions as the Licencor reasonably approves. The insurance described in Sections 8(1)(b) shall name as an additional insured the Licencor and anyone else with an interest in the Schools from time to time designated in writing by the Licencor. The Licencor agrees to make available such proceeds toward repair or replacement of the insured property if this Agreement is not terminated pursuant to its terms. All public liability insurance shall contain a provision for cross-liability or severability of interest as between the Licencor and the Licencee.

(3) The Licencee shall obtain from the insurers under such policies undertakings to notify the Licencor in writing at least thirty (30) days prior to any cancellation thereof. The Licencee shall furnish to the Licencor certificates of all such policies prior to the Commencement Date and otherwise as and when requested by the Licencor. The Licencee agrees that if it fails to take out or to keep in force such insurance or if it fails to provide a certificate of every policy and evidence of continuation of coverage as herein provided, the Licencor shall have the right to take out such insurance and pay the premium therefor and, in such event, the Licencee shall pay to the Licencor the amount paid as premium plus fifteen percent (15%), which payment shall be payable on the first day of the next month following payment by the Licencor.

(4) The Licencor shall provide and maintain insurance on the Schools against loss, damage or destruction caused by fire and extended perils under a standard extended form of fire insurance policy in such amounts and on such terms and conditions as would be carried by a prudent owner of similar Schools, having regard to the size, age and location of the respective School. The amount of insurance to be obtained shall be determined at the sole discretion of the Licencor. The Licencor may maintain such other insurance in respect of the Schools and its operation and management thereof as the Licencor determines, acting reasonably. The Licencee shall not be an insured under the policies with respect to the Licencor's insurance, nor shall it be deemed to have any insurable interest in the property covered by such policies, or any other right or interest in such policies or their proceeds.

(5) The Licencee shall comply promptly with all requirements and recommendations of: the Insurer's Advisory Organization of Canada (or any successor thereof); and, the providers of any insurance contemplated hereby and/or now or hereafter in effect and pertaining to or affecting the Licencee, the Licencor and/or any of the Schools or any parts thereof.

(6) The Licencee shall indemnify the Licencor and save it harmless from any and all losses, claims, actions, demands, fines, penalties, liabilities and expenses occasioned wholly or in part by: (a) the operation of the Licencee's Programs; (b) any act or omission of the Licencee or anyone for whom it is in law responsible; or (c) any breach by the Licencee of any provision of this Agreement.

(7) Notwithstanding the foregoing or anything else herein contained, in no event, whether or not the result of the wilful act or the negligence of the Licencor, its agents, officers, employees or others for whom it is legally responsible, and irrespective of any insurance that may or may not be carried or required to be carried, shall the Licencor be liable for:

(a) damage to property of the Licencee or others located in the Schools or any Licenced Space;

(b) any injury or damage to persons or property resulting from fire, explosion, steam, water, rain, snow or gas which may leak into or issue or flow from any part of the Schools or from the water, steam or drainage pipes or plumbing works of the Schools or from any other place or quarter;

(c) any damage caused by or attributable to the condition or arrangement of any electrical or other wiring; or

(d) any indirect or consequential damages suffered by the Licencee.

9. Notices

(1) Any notices required or permitted to be provided hereunder shall be in writing and shall be deemed to have been received five (5) business days after the post marked date thereof if sent by registered mail, the next business day following transmission if sent by fax or e-mail, or at the time of delivery if hand delivered (including prepaid courier), and shall be addressed as follows:

To the Licencee: [-]

Attention: [•]

To the Licencor: Thames Valley District School Board

1250 Dundas Street

London, ON N5W 5P2

Attention: [•]

(2) Either the Licencee or the Licencor may change its address by notice in writing to the other.

10. Damage or Destruction to Licenced Space or the Building

(1) If a School or any portion thereof is damaged or destroyed by fire or by other casualty, the Licencor may, in its absolute discretion, elect to restrict the Licencee's access to such School or any part thereof for such period of time as the Licencor may, again in its absolute discretion, determine. In the event that the Licencor elects to restrict the Licencee's access to a School or a part thereof, the Licencor shall rebate or provide an abatement to the Licencee of a pro-rated portion of the fee attributable to the School or portion thereof for which access is restricted based on the period of time for which access is restricted. The Licencor shall have no other obligations to the Licencee in this regard. For greater certainty, the Licencor shall have no obligation to rebuild any part of any Licenced Space or any School or part thereof.

11. Miscellaneous

(1) In the event that either the Licencor or the Licencee should be delayed, hindered or prevented from the performance of any act required hereunder by reason of any unavoidable delay, including strikes, lockouts, damage to or within one or more of the Schools, failure of any Building services, unavailability of materials, inclement weather, acts of God or any other cause beyond its reasonable care or control, but not including insolvency or lack of funds, then performance of such act shall be postponed for a period of time equivalent to the time lost by reason of such delay. The provisions of this Section 11(1) shall not under any circumstances operate to excuse the Licencee from prompt payment of any amounts owing hereunder.

(2) Notwithstanding any other provision of this Agreement, in the event of any strike, lock-out or other labour disturbance affecting the Licencor, the Licencor shall have the right to close the Schools and to prohibit entrance thereto by anyone, including the Licencee. In the event that the Licencor so prohibits access to the Schools for a period exceeding five (5) consecutive days which the Licencee would otherwise have access thereto, the Licencor shall provide a rebate or abatement of the applicable fee payable by the Licencee in respect of the period that the Schools or any of them are not available to the Licencee on the same basis as contemplated in section 10(1) hereof, *mutatis mutandis*, and the Licencor shall not otherwise have any obligation or liability to the Licencee in respect of any such closure.

In the event of a strike, lock-out or other labour disturbance affecting the Licencor which does not result in the Licencor deciding to restrict access to or close the Schools or any portion thereof which the Licencee is entitled to utilize in accordance with the terms hereof, the Licencee may continue to use same in accordance with the terms and conditions of this Agreement; however, should the Licencee, in its discretion, decide not to use the portions of the School contemplated herein during such strike, lock-out or other labour disturbance, for a period exceeding five (5) consecutive days during which the Licencee would otherwise have access thereto, the Licencor shall provide a rebate or abatement of the applicable fee payable by the Licencee in respect of the period during any such strike or lock-out which the Licencee elects not to utilize same on the same basis as contemplated in section 10(1) hereof, *mutatis mutandis*, and the Licencor shall not otherwise have any obligation or liability to the Licencee in respect of any such closure.

(3) The Licencee shall monitor the Licencor's website, on a regular basis, for purposes of determining whether the Licencee might not be able to access one or more of the Schools as a result of any of the circumstances contemplated in Sections 11(1) or (2) above.

(4) This Agreement and any Schedules hereto contain the entire understanding between the parties relating to the subject matter hereof. No amendment to this Agreement shall be valid unless in writing and signed by each of the parties hereto.

(5) Every provision of this Agreement is intended to be severable. If all or any part of any term or provision hereof is illegal, invalid or unenforceable for any reason, such illegality, invalidity or unenforceability shall not affect the validity or enforceability of the remainder of this Agreement. Those provisions of this Agreement which, by their nature, are intended to survive the expiry or earlier termination of this Agreement, shall survive the expiry or earlier termination of this Agreement.

(6) The Licencor and the Licencee acknowledge and agree that the relationship between them is solely that of independent contractors, and nothing herein shall be construed to constitute the parties as employer/employee, partners, joint ventures, co-owners, or otherwise as participants in a joint or common undertaking. Neither party, nor its employees, agents or representatives shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other.

(7) This Agreement may not be assigned by the Licencee without the prior written consent of the Licencor, which consent may be arbitrarily or unreasonably withheld.

(8) This Agreement shall enure to the benefit of and be binding upon each of the parties hereto and their respective successors and permitted assigns.

(9) This Agreement shall be construed in accordance with and governed by the laws, and subject to the jurisdiction of the courts, of the Province of Ontario.

(10) The Licencee agrees that it shall not register this Agreement or any notice or reference in respect of this Agreement against title.

(SIGNATURES APPEAR ON THE FOLLOWING PAGE)

IN WITNESS WHEREOF the parties have duly executed this Licence Agreement.

THAMES VALLEY DISTRICT SCHOOL BOARD

Per: _____

[•]

Per: _____

ITEM NO.	CRITERIA	POINTS	SUB - POINTS	SUB CATEGORIES
F1.0	Organization and Background	55		
F1.1			15	Child Care Experience
F1.2			25	Experience with Before and After School Programs
F1.3			15	Experience with Child Care Services for 0-12
F2.1	Geographic Location	30		Offers Child Care Services within school's area
			15	In Town
			15	Out of Town
F3.1	Value Added	10	10	Additional Services Offered
F4.0	Communications	50		
F4.1			10	Regular Meetings
F4.2			10	Concerns from Parents
F4.3			10	Contact in school
F4.4			5	Key Stakeholders
F4.5			10	Board of Directors
F4.6			5	Parent Advisory Committee
F5.1	Organizational Procedures	5	5	
F6.1	Supports for children with special needs	5	5	
F7.1	Collaboration with external organizations	5	5	

ITEM NO.	CRITERIA	POINTS	SUB - POINTS	SUB CATEGORIES
F8.1	Executive Director/CEO Experience and Background	15	15	
F9.0	Supports for Staff	35		
F9.1			10	Orientation Program
F9.1			10	Professional Development
F9.3			10	Supervision
F9.4			5	Additional support
F10.0	Operational Requirements	50		
F10.1			25	Full Day Programs on non-instructional days
F10.2			25	Before and After School Program for 6 - 12 year olds
F11.0	Documentation	20		
F11.1			5	Audited Financial Statements
F11.2			5	Parent Feed Back Survey
F11.3			10	Parent Satisfaction
F12.0	Programming	50		
F12.1			20	Program Template JK/SK
F12.2			15	Program Template 6-12 year olds
F12.3			15	Program Template Full Day
F13.0	Fees	220		
F13.1			105	Fee for Full Day Kindergarten Extended Day Program
F13.2			105	Fee for Before and After School and 6-12 year old Program
F13.3			10	Discounts Offered
F14.1	References	15	15	3 References
F15.1	Licensing	10	10	Provisionals
F16.1	Bid Submission	5	5	
	Total	580	580	