



## **Child Care Program Operator**

### **Request for Proposal (RFP)**

**For:**

**Lakehead District School Board (LDSB)  
Thunder Bay, Ontario**

**Contract Number: #RFP24-24**

**Issue Date: March 18, 2024**

**Proposal submissions will be received by:**

Lakehead District School Board  
3<sup>rd</sup> floor, Purchasing Department  
2135 Sills St., Thunder Bay, ON, P7E 5T2

**Submission Deadline: Wednesday April 17, 2024, at 2:00:00 P.M. Local time**

**Lakehead District School Board RFP Contact:**

Alisha Osadec, Buyer  
E-mail:  
alisha\_osadec@lakeheadschoools.ca  
Phone (807) 625-5111  
Fax (807) 626-9241

The Form of Offer being part of this document must be signed by an authorized representative and returned in accordance with the tender requirements for the bidder's submission to be valid.

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**SECTION 1: INTRODUCTION**

Lakehead District School Board is a publicly funded educational facility with its head office located at the Jim McCuaig Education Centre, 2135 Sills Street, Thunder Bay, ON. LDSB currently operates 22 elementary and 3 secondary schools and employees approximately 1,250 academic and support staff. Further information about LDSB can be found on the Board's website at: [www.lakeheadschoools.ca](http://www.lakeheadschoools.ca)

The terms 'Lakehead District School Board', 'LDSB', 'and 'Board' as mentioned throughout this document, are interchangeable.

**1.1 Scope of Requirement**

This Request for Proposal (RFP) is to identify potential Child Care Program Operator(s) that will provide "KINDERGARTEN AND SCHOOL AGE BEFORE AND AFTER SCHOOL PROGRAMS" at LDSB school locations as identified below, all in accordance to the requirements of this RFP.

Proponents submitting a proposal must demonstrate their ability and compliancy to satisfy LDSB's expectations as a child care operator. Preference will be given to "non-profit" operator(s).

Proponent(s) MUST comply with the following Specific Requirements:

- a) The operator must be eligible to receive fee subsidy payments for children enrolled in the program.
- b) The operator must meet all day nursery act requirements.
- c) The operator will be required to provide services up to the end of the school year with firm date to be confirmed with the awarded operator.
- d) The operator will be required to provide curriculum consistent with The Full-Day Early Learning Kindergarten Program
- e) The operator must be able to begin start-up of the Child Care Program September 1, 2024 at the school site location(s) resulting from award of this RFP Process.

Upon award, the successful proponent(s) will be provided specific details on the following:

- a) The Board will provide a dedicated appropriate space at each site free of charge. The Board shall also provide an area to be used as an outside play area. Access to additional school space will be as mutually agreed upon by both parties.
- b) The Board will provide the hours of operation as school hours vary per site.

A school survey will be conducted by the Board to determine the interest in "Kindergarten and School Age Before and After School Programs" at each of the school sites listed below.

**POTENTIAL SCHOOL SITES** under review for Child Care Program Operators for School Year 2024/25.

- Crestview
- Five Mile
- Gorham and Ware
- Kakabeka

The Proponent is required to identify in their proposal which school sites their submission includes. LDSB has the right to award any or all of the site locations as requested by the proponent. LDSB makes no guarantee as to the number or location of school site(s) awarded.

Only awarded Proponent(s) resulting from this RFP may be provided, at a later date, the opportunity for program expansion at their school site(s) under separate negotiation, at the discretion of the Board.

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**1.2 Contract Agreement**

This Agreement shall commence on award of this contract based on the date the signed Community Use of Schools Agreement becomes effective. This contract shall cover a term of 4 years unless terminated prior to as set out herein.

A Community Use of Schools Agreement will be completed for each school site awarded to the proponent.

All terms and conditions outlined in this RFP will apply and remain firm for the duration of the contract term, unless otherwise mutually agreed to in writing.

The successful Proponent will guarantee their commitment to fulfill this contract, meeting the requirements of this RFP.

The LDSB will at their discretion, have option to renew this contract under the same terms and conditions of this RFP, under a new mutually signed Form of Agreement AND Community Use of School Agreement.

For purpose of this RFP, the term “Organization” as referred to within the “Community Use of Schools Agreement”, refers to the “Awarded Proponent”.

**1.3 Structure of this RFP**

This invitation consists of the following:

- Section 1: Introduction:  
Introduces LDSB, the Scope of Requirements and Contract information, together with the how the RFP is structure.
- Section 2: Submission Information & Instructions:  
Details important information about the PROCESS such as dates and times, proposal submission and award information.
- Section 3: Submission Requirements and Evaluation Process:  
Details specific terms, conditions, requirements, evaluation process, and information that the Proponent is required to agree to and provide in order to fulfil conditions of this contract.
- Section 4: Form of Agreement:  
A “sample” of the document that the successful bidder(s) and LDSB contract representative will sign on award of the contract.
- Section 5: Community Use of Schools Agreement:  
Details the terms and conditions applicable to the use of LDSB school premises and includes: Schedule A – Premises, floor plan and rent schedule (to be inserted into this schedule prior to signing the agreement), Schedule B – Routine Maintenance; and Schedule C – Rules and Regulations. The successful proponent(s) together with an authorized representative of LDSB will be required to sign on award of the contract prior to commencement of services.
- Section 6: LDSB Standard Terms and Conditions for Service Providers which apply to this RFP.

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**Appendix A: Form of Offer:**

Proponents must complete, sign and return this form to accept the terms and conditions of the process and to formalize their final offer. Proponents will include the names of the schools sites they are offering to provide service to.

**Appendix B: Child Care Program Fees:**

Proponents must complete, sign and return this form indicating the rates they will charge for the Child Care Program Services they are offering at the specific sites identified in their Form of Offer.

**Appendix C: Reference Form:**

Proponents are to complete and submit the Reference Form as requested.

**Appendix D: Submission Label:**

The Submission Label is provided to ensure clear identification of proposal information and delivery address, and is to be affixed to the Proponents submission envelope.

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**SECTION 2: SUBMISSION INFORMATION & INSTRUCTIONS**

**2.1 General Information and Instructions**

**2.1.1 Proposal Submission Timetable**

The following is the schedule for this RFP. “Time” indicated is represented in Thunder Bay “Local Time”.

<b>Events</b>	<b>Dates and Times</b>
Issue Date of the RFP	Monday March 18, 2024
Proponents Deadline for Questions	Monday April 8, 2024 2:00:00 pm local time
Deadline for Issuing Addenda	Wednesday April 10, 2024
Proposal Submission Deadline	Wednesday April 17, 2024 2:00:00 pm local time
Period for which submissions are irrevocable after Tender Submission Deadline	60 days

**FAX OR E-MAIL SUBMISSIONS WILL NOT BE CONSIDERED.**

**2.1.2 Structure of Responses to this RFP**

Proponents’ should structure their submissions in accordance with the instructions in this RFP request. Proponents’ are required to ensure the required documents are completed and submitted with their proposal. It is the responsibility of the Proponent to ensure all requirements of this RFP are met. All conditions, specifications and terms and conditions in the document will apply.

**2.1.3 Inquiries and Addenda**

This RFP may only be amended by an addendum. If the LDSB, for any reason, determines it necessary to provide additional information relating to this RFP, such information will be communicated by way of addenda posted to the Purchasing Bid Opportunities area of LDSB’s website [Bid Opportunities Archives - Lakehead District School Board \(lakeheadschoools.ca\)](http://lakeheadschoools.ca). Each addendum shall form an integral part of this RFP.

Proponents’ are responsible for obtaining all addenda issued by LDSB and shall confirm their receipt of all addenda by setting out the number of each addendum in the space provided in Appendix A - Form of Offer.

If any addendum is required after the Deadline for Issuing Addenda, LDSB may at its discretion extend the Submission Deadline for a reasonable amount of time.

**2.1.4 Lakehead District School Board Information in RFP**

LDSB and its advisors make no representation, warranty or guarantee as to the accuracy of the information contained in this RFP or issued by way of addenda. It is the Proponents responsibility to avail itself of all necessary information to prepare a submission in response to this RFP.

**2.1.5 Proponents to Review RFP**

Proponents’ shall promptly examine all of the documents comprising this RFP and:

- a) shall report any errors, omissions or ambiguities; and
- b) may direct questions or seek additional information,

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All communications and questions are to be directed in writing to Alisha Osadec by email ([alisha\\_osadec@lakeheadschoools.ca](mailto:alisha_osadec@lakeheadschoools.ca)) and received no later than 2:00:00, Monday, April 8, 2024. Questions will not be accepted after this date. The Board reserves the right to distribute in writing any or all questions and answers to other Proponents. Information from any other source is not official and should not be relied upon. LDSB is under no obligation to provide additional information but may do so at its sole discretion.

**2.1.6 Submission Instructions**

Proposal submissions must be submitted in a sealed package with the Submission Label provided in Appendix D affixed to the outside.

The Proponent shall submit in hard copy: **One (1) original** completed and signed by an authorized representative, (prominently marked “Original”) and **Three (3) copies** of the signed original (prominently marked “Copy”) of the following:

- a) Form of Offer - Appendix A
- b) Child Care Program Fees – Appendix B
- c) Reference Form – Appendix C
- d) Proponents RFP submission indicating number of pages submitted NOT INCLUDING a) thru d) above.

Proposals must be submitted to the address indicated on the Submission Label - Appendix D, between the hours of 8:30 a.m. and 4:00 p.m. (Eastern Standard Time), Monday through Friday (excluding Statutory Holidays), AND NO LATER THAN THE SUBMISSION DEADLINE DATE AND TIME.

Proposals received after the Submission Deadline will be deemed late, disqualified and returned unopened only at the Proponent’s request and expense. For the purpose of calculating time, LDSB clock at the prescribed location for submission shall govern.

Proposal submissions received by Fax or any other kind of electronic transmission **will be rejected**.

**2.1.7 Amending or Withdrawing Submissions Prior to Submission Deadline**

At any time prior to the Submission Deadline, a Proponent may amend or withdraw a submitted proposal in accordance with the requirements as set out in the Standard Terms and Conditions for Service Providers included in this document.

**2.1.8 LDSB May Seek Clarification and Incorporate Response into the Submission**

LDSB reserves the right to seek clarification and supplementary information relating to the clarification from Proponents’ after the Submission Deadline. The response received by LDSB from a Proponent shall, if accepted by LDSB, form an integral part of that Proponent’s submission. LDSB reserves the right to interview any or all Proponents to obtain information about or clarification of their submissions. In the event that LDSB receives information at any stage of the evaluation process which results in earlier information provided by the Proponent being deemed by LDSB to be inaccurate, incomplete or misleading, LDSB reserves the right to revisit the Proponent’s compliance with the mandatory requirements and/or adjust the scoring of rated criteria.

**2.1.9 RFP Incorporated into the Submission**

All of the provisions of this RFP are deemed to be accepted by each Proponent and incorporated into each Proponents submission.

**2.1.10 No Incorporation by Reference**

The entire content of the Proponent’s submission should be submitted in a fixed form and the content of websites or other external documents referred to in the Proponent’s submission will not be considered to form part of its

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submission.

**2.1.11 Proposal Opening**

Following the close of bidding, a public Proposal opening will be held at the closing location, at which time the names of the Proponents shall be read out.

**2.2 Execution of Agreement**

**2.2.1 Selection of Proponent**

Notice of selection by LDSB to the successful Proponent(s) will be in writing. The successful Proponent(s) shall be required to execute Form Agreement and Community Use of Schools Agreement provided at time of award, and satisfy any other applicable conditions of this RFP within fourteen (14) days notice of selection, or as determined by the Board. This provision is solely to the benefit of LDSB and may be waived by LDSB at its sole discretion.

**2.2.2 Failure to Enter Into Agreement**

In addition to all of LDSB's other remedies, if a selected Proponent fails to execute the Agreement or satisfy any other applicable conditions within fourteen (14) days of notice of selection, or as determined by the Board, LDSB may, in its sole and absolute discretion and without incurring any liability, rescind the selection of that Proponent and proceed with the selection of another Proponent.

**2.2.3 Notification of Award**

Once the successful Proponent(s) and LDSB finalize the award process, contract award will be posted on LDSB Purchasing Bid Opportunities website at [Bid Opportunities Archives - Lakehead District School Board \(lakeheadschoools.ca\)](https://www.lakeheadschoools.ca/Bid-Opportunities-Archives-Lakehead-District-School-Board).

**2.2.4 Police Records Check**

School Boards in Ontario are required by provincial legislation to ensure that all SERVICE PROVIDERS who enter into a contract with a School Board provide a Police Records Check. A Service Provider is defined as a person who in the course of his employment has direct and regular contact with Ontario Students.

Based on this definition, the successful Proponent (Service Provider) must provide, **within seven (7) working days, or otherwise confirmed by LDSB**, of the award of this contract, Police Records Checks for its employees who will have direct and regular contact with students of the Lakehead District School Board.

**2.2.5 Invoicing & Payment**

Any payment due and payable to LDSB must in Canadian funds and will be due immediately upon notification by the LDSB, unless otherwise agreed upon. Payments are to be sent directly to: LAKEHEAD DISTRICT SCHOOL BOARD, ACCOUNTING DEPARTMENT, 2135 Sills Street, Thunder Bay, ON, P7E 5T2.



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**SECTION 3: SUBMISSION REQUIREMENTS & EVALUATION PROCESS**

RFP Evaluations will be done by an appointed committee from LDSB. The method of evaluation is pre-determined by the Board and is not subject to discussion or negotiation with any Proponent.

It is essential that the elements contained in the Proponents submission be stated in a clear and concise manner and clearly correlate to the specific criterion being requested. The detail, clarity and structure of the submission will be considered indicative of the Proponents expertise and competence. Responses are to be TYPED and STRUCTURED in the ORDER requirements are requested in this RFP.

By submitting a response, the Proponent is deemed to confirm that it has prepared its submission with reference to all of the requirements set out in this procurement document.

**3.1 Stages of Proposal Evaluation**

The evaluation of proposals will be conducted by a LDSB evaluation committee in the following two (2) stages.

- a) Stage 1 - Submissions will be evaluated for compliancy of the Mandatory Requirements as set out below. Submissions which do not comply, will, subject to the express and implied rights of LDSB, be disqualified and not evaluated further.
- b) Stage 2 will consist of a scoring of each qualified proposal based on the responses provided.

The awarding of the contract will be made in consultation with the local District Social Services Administration Board (DSSAB).

**3.2. Introduction to Scoring Scale**

**Superior Response (5):** A highly comprehensive, excellent response with demonstrated understanding of the purpose of the RFP, and requirements to maintain this long term contract. The response is to clearly detail the proponents understanding and abilities to meet LDSB requirements. The response may include additional information in each requested area that would prove the companies understanding and ability.

**Good Response (4):** A good response that fully meets the requirement in a clear and comprehensive manner with no deficiencies noted.

**Satisfactory Response (3):** A fair response that meets all or most requirements but lacks clarity or comprehensiveness in some areas.

**Limited Response (2):** A limited response that does not meet most of the requirements due to a lack of clarity and/or comprehensiveness.

**Inadequate Response (1):** An inadequate response containing little detail, structure, clarity or insufficient knowledge of the requirement.

**Zero Response (0):** Information provided does not allow for meaningful evaluation or no information has been provided.

**3.3 STAGE 1: MANDATORY Requirements**

**3.3.1 Specific Requirements**

Proponent(s) MUST comply with the following specific requirements in order for their submission to be further evaluated. Submissions not meeting these requirements will be disqualified.

- a) The operator must be eligible to receive fee subsidy payments for children enrolled in the program.
- b) The operator must meet all day nursery act requirements.
- c) The operator will be required to provide services up to the end of the school year with firm date to be confirmed with the awarded operator.
- d) The operator will be required to provide curriculum consistent with The Full-Day Early Learning Kindergarten Program
- e) The operator must be able to begin start-up of the Child Care Program September 1, 2024 at the school site location(s) resulting from award in this RFP Process.

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Other than inserting the information requested on the mandatory submission forms set out in this RFP a Proponent MUST NOT make any changes to any of the forms. Any proposal submission containing such changes, whether on the face of the form or elsewhere in its submission, WILL BE DISQUALIFIED.

**3.3.1 Form of Offer – Appendix A**

Each submission MUST INCLUDE the Form of Offer completed and signed by an authorized representative. LDSB, in addition to any other remedies it may have in law or in equity, shall have the right to rescind any contract award to a Proponent in the event that LDSB determines that the Proponent made a misrepresentation or submitted any inaccurate or incomplete information in the Form of Offer.

**3.3.2 Child Care Program Fees – Appendix B**

Each submission MUST INCLUDE Appendix B – Child Care Program Fees indicating the “daily rates” charged for the Child Care services provided at the sites offered in Appendix A – Form of Offer.

**3.4 STAGE 2 : Proposal Evaluation Criteria**

Qualified submissions will be evaluated on the following criteria. Questions in each category are to provide direction on the minimum level of information that should be included. The Proponent is responsible to ensure all requested requirements within this proposal are addressed in order to facilitate a full evaluation by the Board. Each category will be evaluated based on the responses provided.

- |       |   |                       |
|-------|---|-----------------------|
| 3.4.1 | Company Vision and Mission Statement - (Maximum 2 pages)  | 20 POINTS             |
|       | <ul style="list-style-type: none"><li>• Provide in letter format, a Vision, and Mission statement expressing your interest as a Child Care Operator and reasons for your interest in taking on this project</li><li>• Describe how you plan to accommodate students with special needs</li><li>• Provide a brief plan of proposed child care model</li></ul>  |                       |
| 3.4.2 | Qualifications, Experience and References (Maximum 2 Pages -not incl. Reference Form)   | 20 POINTS             |
|       | <ul style="list-style-type: none"><li>• Provide qualifications, capabilities, expertise and experience in child care, including the number of years working in child care or in child care business</li><li>• Using Appendix C –Reference Form, provide three (3) references from community partners or from current and past parents of child care identifying date of service or partnership.</li></ul> | Points 15<br>Points 5 |
| 3.4.3 | Program Fees  | 10 POINTS             |
|       | <ul style="list-style-type: none"><li>• Provide Daily Rates Charged by LDSB Site as per Appendix B – Child Care Program Fees</li></ul>  |                       |

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**SECTION 4: FORM OF AGREEMENT**

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**CHILD CARE PROGRAM OPERATOR**

For: Lakehead District School Board  
Thunder Bay, ON

This agreement is effective this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**BETWEEN**

**Lakehead District School Board**

**AND**

\_\_\_\_\_  
*Legal Name of Organization*

This agreement, mutually acknowledged, includes:

- All of the Terms and Conditions as set forth in LDSB in #RFP24-24-including LDSB Standard Terms and Conditions for Service Providers
- Proponents complete submission to the above RFP including Form of Offer
- Community Use of School Agreement as mutually signed for the School Sites listed below

ORGANIZATIONS NAME HERE is willing and agrees to operate a Child Care Program at the following Lakehead District School Board sites all in accordance to the requirements set out in RFP24-24.

SITE LOCATIONS & CHILCARE PROGRAM FEES LISTED HERE (OR AS ATTACHED)

This Agreement shall cover a four (4) year contract term commencing on the starting date INSERT START DATE HERE. LDSB will at their discretion, have option to renew this contract under the same terms and conditions of this RFP, under a new mutually signed Form of Agreement AND Community Use of School Agreement.

This agreement is executed by the undersigned respective authorized officers, as of the agreement date as indicated above.

**LAKEHEAD DISTRICT SCHOOL BOARD**

**Per:**

\_\_\_\_\_  
*Signature*

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ORGANIZATIONS NAME HERE**

**Per:**

\_\_\_\_\_  
*Signature –*  
**I have the authority to bind this contract**

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**SECTION 5: COMMUNITY USE OF SCHOOLS AGREEMENT**

MADE THE \_\_\_\_\_ day of \_\_\_\_\_, 2024

BETWEEN:

LAKEHEAD DISTRICT SCHOOL BOARD (the "Board")

- and -

NAME OF ORGANIZATION (the "Organization")

In consideration of the rents, covenants and obligations stipulated herein the Board and the Organization have agreed to enter into an Agreement for use of a portion of the premises known municipally as:

**Name of School,  
Address, Thunder Bay, Ontario, P7A 0A0**

and more particularly described in Schedule "A" attached (the "Premises"). For greater certainty, the Board and Organization agree that the Premises shall be deemed, for repair and maintenance purposes, to exclude all outer perimeter walls, windows and the roof covering the Premises.

**1. GRANT OF AGREEMENT**

- 1.1 The Board allows use of the Premises to the Organization:
  - a) for specified costs as set forth in Section 2;
  - b) for the Term set forth in Section 3; and
  - c) subject to the conditions and in accordance with the covenants, obligations and agreements herein.
- 1.2 The Board covenants that they have the right to grant the use of the Premises free from encumbrances except as disclosed on title.

**2. RENT**

- 2.1 Rent means the amounts payable by the Organization to the Board pursuant to this Section.
- 2.2 Organization covenants to pay to the Board the monthly sum of nil (i.e. \$0.00), as described in Schedule "A", during the Term of this Agreement.
- 2.3 The Organization covenants to pay the following expenses:
  - a) all dedicated telephone, cable and internet service costs; and
  - b) licenses, business or property taxes and any other specific expenses incurred due to the nature of its operation.
- 2.4 The Board agrees to provide the Organization with custodial services during normal School Board operating hours and days including summer months. Custodial services will be provided on:

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- a) a daily cleaning schedule (for Child Care); or
  
- b) an alternate day cleaning schedule (for non Child Care).

If additional custodial services to accommodate the Organization's operation during weekends, winter break, Easter Monday, Family Day and other statutory holidays recognized by Lakehead District School Board are required, the Organization will be responsible for any additional costs incurred.

- 2.5 The Board also agrees to provide utilities and routine maintenance ("Routine Maintenance") as more particularly described in Schedule "B" attached hereto.
- 2.6 If any of the foregoing charges are invoiced directly to the Organization, the Organization shall pay same as and when they become due and produce proof of payment to the Board immediately, if requested to do so, but the Organization may contest or appeal any such charges at the Organization's own expense.
- 2.7 The Organization hereby agrees to indemnify and protect the Board from any liability accruing to the Board in respect of the expenses payable by the Organization as provided herein.

**3. TERM AND POSSESSION**

- 3.1 The Organization shall have possession of the Premises for a period of four (4) years commencing on the 1st day of September, 2024 and ending on the 31st day of August, 2028 (the "Term").
- 3.3 Under the provision of this Agreement, the Organization shall be allowed to operate during the School Board's normal hours and days as outlined in Section 2(4). Changes in agreed operating hours will be made in writing by mutual consent of the Organization and the Board.
- 3.4 Subject to the Board's rights under this Agreement, and as long as the Agreement is in good standing, the Board covenants that the Organization shall have quiet enjoyment of the Premises during the Term of this Agreement without any interruption or disturbance from the Board or any other person or persons lawfully claiming through the Board.

**4. ASSIGNMENT**

- 4.1 The Organization shall not assign this Agreement or sublet the whole or any part of the Premises unless he first obtains the consent of the Board in writing, and the Organization hereby waives his right to the benefit of any present or future Act of the Legislature of Ontario which would allow the Organization to assign this Agreement or sublet the Premises without the Board's consent.
- 4.2 The consent of the Board to any assignment or subletting shall not operate as a waiver of the necessity for consent to any subsequent assignment or subletting.
- 4.3 Any consent granted by the Board shall be conditional upon the assignee, sublessee or occupant executing a written agreement directly with the Board agreeing to be bound by all the terms of this Agreement as if the assignee, sublessee or occupant had originally executed this Agreement as Organization.
- 4.4 Any consent given by the Board to any assignment or other disposition of the Organization's interest in this Agreement or in the Premises shall not relieve the Organization from his obligations under this Agreement, including the obligation to pay Rent as provided for herein.
- 4.5 If any party who subsequently becomes the Organization by way of assignment or otherwise as provided for in this Agreement, is a corporation then:

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- a) the Organization shall not be entitled to deal with its authorized or issued capital or that of an affiliated company in any way that results in a change in the effective voting control of the Organization unless the Board first consents in writing to the proposed change;
  - b) if any change is made in the control of the Organization corporation without the written consent of the Board then the Board shall be entitled to treat the Organization as being in default and to exercise the remedies stipulated in Section 10 (2) of this Agreement and any other remedies available in law;
- 4.6 To the extent that the Agreement is assumed by a Purchaser or by any assignee of the Premises, the Board shall without further written agreement be freed and relieved of any such covenants and obligations of this Agreement and the Organization shall have the option to complete the remainder of the Term.

**5. USE AND GOVERNMENT REQUIREMENTS**

- 5.1 During the Term of this Agreement the Premises shall not be used for any purpose other than  
“Infant, toddler, pre-school, kindergarten and school aged  
before, during and after school child care facility”  
without the express consent of the Board given in writing.
- 5.2 The Organization will determine the programs offered and the number of children admitted to each. Within these parameters preference will be shown to children whose siblings attend the school where the Premises is located or who themselves attend the school where the Premises is located.
- 5.3 The Organization and Board agree that it is their mutual goal to coordinate the Child Care Program with the School Program to the greatest extent possible where it will be to the benefit of both. Such coordination will be facilitated by the Child Care Supervisor of the Organization and the Principal of the school.
- 5.4 The Organization shall not do or permit to be done at the Premises anything which may:
- a) constitute a nuisance;
  - b) cause damages to the Premises;
  - c) cause injury or annoyance to occupants of neighbouring premises;
  - d) make void or voidable any insurance upon the Premises;
  - e) constitute a breach in the rules, procedures or policy of the Lakehead District School Board
  - f) constitute a breach of any by-laws, statute, order or regulation of any municipal, provincial or other competent authority relating to the Premises.
- 5.5 The Organization shall at its expense comply with all present and future requirements of all municipal, provincial, federal and other applicable government authorities pertaining to the Premises and the Organization’s use thereof. To the extent that compliance with any future requirement pertaining to the Premises requires expenditures that are capital in nature, the Board agrees to be responsible for such expenditures unless they are required because of the particular nature of the business of the Organization and are impractical for the Board (in its sole discretion) or because of any fault, default, negligence, omission, want of skill, carelessness, neglect, misuse, act or misconduct of the Organization or those for whom the Organization is responsible in law.
- 5.6 If applicable, the Organization shall file with the Board a copy of the Operating License annually, and shall notify the Board forthwith of any termination or suspension thereof, or of any conditions placed upon such license.
- 5.7 The Organization shall be responsible for all taxes or duties imposed upon the Board which are measured

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by or based in whole or part directly upon the Rent or any additional expenses of the Organization as set out in this Agreement, whether existing at the date hereof or hereafter imposed by any governmental authority including, without limitation, value added tax, business transfer tax, retail sales tax, federal sales tax, excise taxes, goods and services tax or duties or any similar tax to any of the foregoing.

**6. REPAIR AND MAINTENANCE**

- 6.1 Subject to the Board's obligation to conduct Routine Maintenance, the Organization covenants that during the term of this Agreement and any renewal thereof the Organization shall keep in good condition the Premises, including all alterations and additions made thereto, and shall, with or without notice, promptly make all needed repairs and all necessary replacements as would a prudent owner. The Organization shall not be liable to affect repairs attributable to reasonable wear and tear, or to damage cause by fire, lightning or storm.
- 6.2 The Organization shall permit the Board or a person authorized by the Board to enter the Premises to examine the condition thereof and view the state of repair at reasonable times:
- a) and if upon such examination repairs are found to be necessary, written notice of the repairs required shall be given to the Organization by or on behalf of the Board and the Organization shall make the necessary repairs within the time specified in the notice;
  - b) and if the Organization refuses or neglects to keep the Premises in good repair the Board may, but shall not be obligated to, make any necessary repairs, and shall be permitted to enter the Premises, by himself or his servants or agents, for the purpose of effecting the repairs without being liable to the Organization for any loss, damage or inconvenience to the Organization in connection with the Board's entry and repairs, and if the Board makes repairs the Organization shall pay the cost of such repairs immediately upon demand by the Board.
- 6.3 Upon the expiry of the Term or other determination of this Agreement the Organization agrees peaceably to surrender the Premises, including any alterations or additions made thereto, to the Board in a state of good repair, reasonable wear and tear and damage by fire, lightning and storm only excepted.
- 6.4 The Organization shall immediately give written notice to the Board of any substantial damage that occurs to the Premises from any cause.

**7. ALTERATIONS AND ADDITIONS**

- 7.1 If the Organization, during the Term of this Agreement or any renewal of it, desires to make any alterations or additions to the Premises, including but not limited to: erecting partitions, attaching equipment, and installing necessary furnishings or additional equipment of the Organization's business, the Organization may do so at his own expense, at any time and from time to time, if the following conditions are met:
- a) before undertaking any alteration or addition the Organization shall submit to the Board a plan showing the proposed alterations or additions and items included in the plan which are regarded by the Organization as "Trade Fixtures" shall be designated as such on the plan, and the Organization shall not proceed to make any alteration or addition unless the Board has approved the plan, and the Board shall not unreasonably or arbitrarily withhold his approval;
  - b) any and all alterations or additions to the Premises made by the Organization must comply with all applicable building code standards and by-laws of the municipality in which the Premises are located.
- 7.2 The Organization shall be responsible for and pay the cost of any alterations, additions, installations or improvements that any governing authority, municipal, provincial or otherwise, may require to be made in, on or to the Premises.

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- 7.3 No sign, advertisement or notice shall be inscribed, painted or affixed by the Organization, or any other person on the Organization's behalf, on any part of the inside or outside of the building in which the Premises are located unless the sign, advertisement or notice has been approved in every respect by the Board.
- 7.4 All alterations and additions to the Premises made by or on behalf of the Organization, other than the Organization's Trade Fixtures, shall immediately become the property of the Board without compensation to the Organization.
- 7.5 The Organization agrees, at his own expense and by whatever means may be necessary, immediately to obtain the release or discharge of any encumbrance that may be registered against the Board's property in connection with any additions or alterations to the Premises made by the Organization or in connection with any other activity of the Organization.
- 7.6 If the Organization has complied with his obligations according to the provisions of this Agreement, the Organization may remove his Trade Fixtures at the end of the Term or other termination of this Agreement and the Organization covenants that he will make good and repair or replace as necessary any damage caused to the Premises by the removal of the Organization's Trade Fixtures.
- 7.7 Other than as provided in Paragraph 7 (6) above, the Organization shall not, during the Term of this Agreement or anytime thereafter remove from the Premises any Trade Fixtures or other goods and chattels of the Organization except in the following circumstances:
- a) the removal is in the ordinary course of business;
  - b) the Trade Fixture has become unnecessary for the Organization's business or is being replaced by a new or similar Trade Fixture; or
  - c) the Board has consented in writing to the removal;
- but in any case the Organization shall make good any damage caused to the Premises by the installation or removal of any Trade Fixtures, equipment, partitions, furnishings and any other objects whatsoever brought onto the Premises by the Organization.
- 7.8 The Organization shall, at his own expense, if requested by the Board, remove any or all additions or improvements made by the Organization to the Premises during the Term and shall repair all damage caused by the installation or the removal or both.
- 7.9 The Organization shall not bring onto the Premises or any part of the Premises any machinery, equipment or any other thing that might in the opinion of the Board, by reason of its weight, size or use, damage the Premises or overload the floors of the Premises, and if the Premises are damaged or overloaded the Organization shall restore the Premises immediately or pay to the Board the cost of restoring the Premises.
- 7.10 The Organization covenants to indemnify the Board against and from any and all losses, costs, claims and demands in respect of any injury or damage caused by or resulting from any work under this Section 7.

**8. INSURANCE AND LIABILITY**

**8.1 Board's Insurance Coverage**

The Board shall carry such insurance with such deductibles and exclusions for the account and benefit as the Board from time to time considers useful, expedient or beneficial, and such insurance may include, at the Board's option, any or all of the following:



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- a) insurance against all risks of loss or damage, caused by or resulting from fire, lightning, tempest or any additional peril defined in a standard fire insurance additional peril supplemental contract, covering all property owned by the Board relative to the Premises, but excluding all Trade Fixtures, furniture and stock in trade belonging to the Organization;
- b) comprehensive broad form boiler and machinery insurance on a blanket repair and replacement basis in respect of boilers, pressure vessels, air-conditioning equipment and miscellaneous electrical apparatus placed in the Premises with limits for each accident in an amount not less than FIVE MILLION (\$5,000,000.00) DOLLARS;
- c) comprehensive general liability insurance with respect to the Board's operation of the Premises covering bodily injury, death and damage to the property of others; and
- d) insurance against any other form or forms of loss in respect of the Premises which the Board or its mortgagee may require from time to time.

Notwithstanding any contribution by the Organization to the Board for insurance premiums as provided in this Agreement, no insurable interest is conferred upon the Organization under policies carried by the Board, and the Organization shall have no right to receive any proceeds of insurance from policies carried on by the Board. No contribution by the Organization shall be deemed or construed as an automatic waiver of subrogation by the Board against the Organization. The Board shall in no way be accountable to the Organization regarding the use of any insurance proceeds arising from any claim, and the Board shall not be obligated to account for such proceeds, nor to apply such proceeds to the repair or restoration of that which was insured except to the extent provided herein. If the Organization desires to receive indemnity by way of insurance for any property, work or thing whatever, the Organization shall insure same from its own account and shall not look to the Board for reimbursement or recovery in the event of loss or damage from any cause, whether or not the Board has insured same and recovered therefore.

8.2 Premium Increases and Cancellation

The Organization shall promptly comply with all requirements of the Board's or mortgagee's insurance underwriters regarding the use or occupation of the Premises and the Organization shall not do, omit, or commit to be done or omitted anything that shall cause any insurance premium with respect to the Premises to be increased, or which may cause any policy of insurance with respect to the Premises to be cancelled. If any insurance premium shall be so increased, the Organization shall pay to the Board forthwith upon demand the amount of such increase. If any insurer threatens to cancel or refuses to renew any insurance policy of the Board upon the Premises by reason of the use or occupation of the Premises or any part thereof, the Organization shall forthwith remedy or rectify such use or occupation within the time limit required by the insurer. Upon being requested to do so in writing by the Board and if the Organization shall fail to do so, the Board may at its option, without prejudice to any other rights it may have, terminate this Agreement by notice to the Organization. Thereupon the Organization shall pay the Rent in full to the date of such termination and shall immediately deliver up possession of the Premises to the Board and the Board shall have the right to re-enter the Premises.

8.3 Limitation of Board's Liability

The Board shall not be liable or responsible in any way for any death or any injury arising from or out of any occurrence in, upon, or at the Premises or for damage to property of the Organization or others located in the Premises or for damage to property of the Organization or others located on the Premises, unless caused by the negligence or the deliberate act or omission of the Board, its servants, agents, employees or others for whom it may, in law, be responsible and this indemnity shall survive the expiration of this Agreement.

8.4 Indemnity by Organization

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The Organization shall indemnify the Board against and from all loss, costs (including reasonable legal fees incurred by the Board), claims and demands in respect of any injury, loss or damage referred to in Paragraph 3 above against and from any act, omission, or neglect by the Organization for those over whom the Organization is at law responsible and against and from any breach by the Organization of any provision of this Agreement. Provided however, the Organization shall not indemnify the Board for any loss, cost, claim or demand arising out of the negligence or willful misconduct of the Board or for those over whom the Board is at law responsible.

**8.5 Organization's Insurance**

Organization will take out and keep in force, at the Organization's expense, throughout the term and during such other times as the Organization occupies the Premises in the name of the Organization, the Board and the Board's mortgagees as their interest may appear, the following insurance:

- a) property damage and public liability insurance, including personal liability, contractual liability, Organization's legal liability, and non-owned automobile liability with respect to the Premises and the business operations conducted by the Organization thereon. Such policy shall be written on a comprehensive basis with a limit of not less than TWO MILLION (\$2,000,000.00) DOLLARS or such higher limits as the Board or its mortgagee may reasonably require for bodily injury to any one or more persons or property damage, regardless of the number of things arising as a result of any one occurrence;
- b) insurance upon the property of every description and kind owned by the Organization and located in the Premises or for which the Organization is legally liable or installed by or on behalf of the Organization, including without limitation, furniture, fittings, installations, alterations, additions, partitions, fixtures in an amount not less than the full replacement costs thereof with a minimum coverage of the perils of fire, and all risk coverage of the perils of fire, and all risk coverage; and,
- c) such other insurance as the Board or its mortgagee may reasonably require from time to time in forms, in amounts and for insurance risks against which a prudent owner would protect itself.

All policies will be arranged through an insurance broker designated by the Organization and shall be taken out with insurers reasonably acceptable to the Board and on policies in form satisfactory from time to time to the Board, acting reasonably. The Organization agrees that certificates of insurance or, if required by the Board or its mortgagees, certified copies of such insurance policies, will be delivered to the Board as soon as practical after the placing of the required insurance. All of the Organization's insurance policies shall contain an undertaking by the insurers to notify the Board and its mortgagees in writing not less than thirty (30) days prior to any material change, cancellation, or other termination thereof.

The Organization agrees that if the Organization fails to take out or to keep in force any such insurance, or should any such insurance not be reasonably approved by either the Board or its mortgagees and should the Organization not rectify the situation within forty-eight (48) hours after the written notice to the Organization by the Board (stating that the Board or its mortgagees do not approve of such insurance and the reasons therefore) the Board shall have the right, without assuming any obligation in connection therewith, to effect such insurance at the sole cost of the Organization and all outlays by the Board shall be immediately payable by the Organization to the Board and shall be due on the first day of the next month following such said payment by the Board without prejudice to any other rights and remedies under this Agreement.

**9. DAMAGE TO THE PREMISES**

- 9.1 If the Premises or the building in which the Premises are located, are damaged or destroyed, in whole or in part, by fire or other peril, then the following provisions shall apply:

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- a) if the damage or destruction renders the Premises unfit for occupancy and impossible to repair or rebuild using reasonable diligence within 120 clear days from the happening of such damage or destruction, then the Term hereby granted shall cease from the date the damage or destruction occurred, and the Organization shall immediately surrender the remainder of the Term and give possession of the Premises to the Board, and the Rent from the time of the surrender shall abate;
  - b) If the Premises can with reasonable diligence be repaired and rendered fit for occupancy within 120 days from the happening of the damage or destruction, but the damage renders the Premises wholly unfit for occupancy, then the rent hereby reserved shall not accrue after the day that such damage occurred, or while the process of repair is going on, and the Board shall repair the Premises with all reasonable speed, and the Organization's obligation to pay Rent shall resume immediately after the necessary repairs have been completed;
  - c) If the Premises can be repaired within 120 days as aforesaid, but the damage is such that the Premises are capable of being partially used, then until such damage has been repaired, the Organization shall continue in possession and the Rent shall abate proportionately.
- 9.2 Any question as to the degree of damage or destruction or the period of time required to repair or rebuild shall be determined by an architect retained by the Board.
- 9.3 Apart from the provisions of Section 9 (1) there shall be no abatement from or reduction of the Rent payable by the Organization, nor shall the Organization be entitled to claim against the Board for any damages, general or special, caused by fire, water, sprinkler systems, partial or temporary failure or stoppage of services or utilities which the Board is obligated to provide according to this Agreement, from any cause whatsoever.

**10. ACTS OF DEFAULT AND BOARD'S REMEDIES**

10.1 An Act of Default has occurred when:

- a) the Organization has failed to pay Rent for a period of 15 consecutive days, regardless of whether demand for payment had been made or not;
- b) the Organization has breached his covenants or failed to perform any of his obligations under this Agreement; and
  - (i) the Board has given notice specifying the nature of the default and the steps required to correct it; and
  - (ii) the Organization has failed to correct the default as required by the notice within a reasonable period of time;
- c) the Organization has;
  - (i) become bankrupt or insolvent or made an assignment for the benefit of Creditors;
  - (ii) had its property seized or attached in satisfaction of a judgment;
  - (iii) had a receiver appointed;
  - (iv) without the consent of the Board, made or entered into an agreement to make a sale of its assets to which the Bulk Sales Act applies;
  - (v) taken action if the Organization is a corporation, with a view to winding up, dissolution or liquidation;
- d) any insurance policy is cancelled or not renewed by reason of the use or occupation of the Premises, or by reason of non-payment of premiums by the Organization;
- e) the Premises;
  - (i) become vacant or remain unoccupied for a period of 30 consecutive days;

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- (ii) are used by any other person or persons, or for any other purpose than as provided for in this Agreement without the written consent of the Board.

10.2 When an Act of Default on the part of the Organization has occurred:

- a) the current month's rent together with any outstanding additional payments shall become due and payable immediately; and
- b) the Board shall have the right to terminate this Agreement and to re-enter the Premises and deal with them as he may choose.

10.3 If, because an Act of Default has occurred, the Board exercises his right to terminate this Agreement and re-enter the Premises prior to the end of the Term, the Organization shall nevertheless be liable for payment of Rent and all other amounts payable by the Organization in accordance with the provisions of this Agreement until the Board has re-let the Premises or otherwise dealt with the Premises in such manner that the cessation of payments by the Organization will not result in loss to the Board, and the Organization agrees to be liable to the Board, until the end of the Term of this Agreement for payment of any difference between the amount of Rent hereby agreed to be paid for the Term hereby granted and the Rent any new Organization pays to the Board.

10.4 The Organization covenants that notwithstanding any present or future Act of the Legislature of the Province of Ontario, the personal property of the Organization during the term of this Agreement shall not be exempt from levy by distress for Rent in arrears:

- a) and the Organization acknowledges that it is upon the express understanding that there should be no such exemption that this Agreement is entered into, and by executing this Agreement:
  - (i) the Organization waives the benefit of any such legislative provisions which might otherwise be available to the Organization in the absence of this agreement; and
  - (ii) the Organization agrees that the Board may plead this covenant as an estoppel against the Organization if an action is brought to test the Board's right to levy distress against the Organization's property.

10.5 If, when an Act of Default has occurred, the Board chooses not to terminate the Agreement and re-enter the Premises, the Board shall have the right to take any and all necessary steps to rectify and or all Acts of Default of the Organization and to charge the costs of such rectification to the Organization and to recover the costs as Rent.

10.6 If, when an Act of Default has occurred, the Board chooses to waive his right to exercise the remedies available to him under this Agreement or at law the waiver shall not constitute condonation of the Act of Default, nor shall the waiver be pleaded as an estoppel against the Board to prevent his exercising his remedies with respect to a subsequent Act of Default. No covenant, term, or condition of this Agreement shall be deemed to have waived by the Board unless the waiver is in writing and signed by the Board.

**11. TERMINATION UPON NOTICE AND AT END OF TERM**

11.1 If the Board desires at any time to remodel or demolish the Premises or any part thereof, to an extent that renders continued possession by the Organization impracticable, the Organization shall, upon receiving one hundred and eighty (180) clear days' written notice from the Board:

- a) surrender this Agreement, including any unexpired remainder of the Term; and
- b) vacate the Premises and give the Board possession.

11.2 If the Premises are subject to an Agreement of Purchase and Sale or if the Premises are expropriated or condemned by any competent authority:

- a) the Board shall have the right to terminate this Agreement by giving ninety (90) clear days' notice in

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writing to the Organization; or

- b) the Board may require the Organization to vacate the Premises within thirty (30) days from payment by the Board to the Organization of a bonus equal to any outstanding additional costs as set out in Section 2 but payment of the said bonus shall be accompanied or preceded by written notice from the Board to the Organization advising of the Board's intent to exercise this option.

11.3 The Organization agrees to permit the Board during the last three months of the Term of this Agreement to issue a proposal to sell, Agreement or otherwise dispose of the property to prospective new Organizations or purchasers and to permit anyone having written authority of the Board to view the Premises at reasonable hours.

11.4 If the Organization remains in possession of the Premises after termination of this Agreement as aforesaid and if the Board then accepts rent for the Premises from the Organization, it is agreed that such over holding by the Organization and acceptance of Rent by the Board shall create a monthly tenancy only but the tenancy shall remain subject to all the terms and conditions of this Agreement except those regarding the Term. During the month to month tenancy, the Organization shall provide the Board with sixty (60) days written notice of the Organization's intention to terminate the tenancy.

11.5 To the extent that the Board is not required to make capital expenditures pursuant to section 5(3) of this Agreement, the Organization shall surrender this Agreement, including any unexpired remainder of the Term and vacate the Premises and give the Board possession.

**12. ATTORNMENT, SUBORDINATION AND POSTPONEMENT**

12.1 The rights of the Board under this Agreement may be hypothecated, mortgaged, pledged, ceded, charged, transferred or assigned to a purchaser or mortgagee. On any request of the Board, the mortgagee, or any purchaser, the Organization shall attorn to and become the Organization of such mortgagee or such purchaser on the same terms as are contained in this Agreement.

12.2 This Agreement and all the rights of the Organization under this Agreement are subject and subordinate to any and all charges against the land, buildings or improvements of which the Premises form part, whether the charge is in the nature of a mortgage, trust deed, lien or any other form of charge arising from the financing or re-financing, including extensions or renewals, of the Board's interest in the property.

12.3 Upon the request of the Board the Organization will execute any form required to subordinate this Agreement and the Organization's rights to any such charge, and will, if required, attorn to the holder of the charge.

12.4 No subordination by the Organization shall have the effect of permitting the holder of any charge to disturb the occupation and possession of the Premises by the Organization as long as the Organization performs his obligations under this Agreement.

**13. RULES AND REGULATIONS**

The Organization agrees on behalf of itself and all persons entering the Premises with the Organization's authority or permission to abide by such reasonable rules and regulations, attached hereto as Schedule "C", that form part of this Agreement and as the Board may make from time to time.

**14. ENVIRONMENTAL HAZARDS**

14.1 The Organization covenants and agrees with the Board that during the Term of this Agreement, it will conduct its business operations at the Premises in such a manner so as to comply with all federal, provincial, municipal or local laws, regulations, orders or approvals of all governmental authorities relating to environmental matters ("Environmental Laws").

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- 14.2 The Organization shall indemnify and save the Board harmless from and against any and all liabilities, losses, claims, damages and costs incurred or suffered by the Board as a result of the Organization's breach of any Environmental Laws which occurs during the Term of this Agreement and this Indemnity shall survive the termination of this Agreement.
- 14.3 The Board covenants and agrees with the Organization that during the Term of this Agreement, it will conduct its business operations at the Premises in such a manner so as to comply with all Environmental Laws.
- 14.4 The Board shall indemnify and save the Organization harmless from and against any and all liabilities, losses, claims, damages and costs incurred or suffered by the Organization as a result of the Board's breach of any Environmental Laws which occurs during the Term of this Agreement and this Indemnity shall survive the termination of this Agreement.

**15. REGISTRATION**

The Organization shall not at any time register notice of or a copy of this Agreement on title to the property of which the premises form part without consent of the Board.

**16. NOTICE**

16.1 Any notice required or permitted to be given by one party to the other pursuant to the terms of this Agreement may be given

To the Board at:

Lakehead District School Board  
2135 Sills Street  
Thunder Bay, ON P7E 5T2

To the Organization at the Premises or at:

Name of Organization  
Address  
Address  
Thunder Bay, ON P7A 0A0

- 16.2 The above addresses may be changed at any time by giving ten (10) days written notice.
- 16.3 Any notice given by one party to the other in accordance with the provisions of this Agreement shall be deemed conclusively to have been received on the date delivered if the notice is served personally or seventy-two (72) hours after mailing if the notice is mailed.

**17. INTERPRETATION**

- 17.1 The words importing the singular number only shall include the plural, and vice versa, and words importing the masculine gender shall include the feminine gender, and words importing persons shall include firms and corporations and vice versa.
- 17.2 Unless the context otherwise requires, the word "Board" and the word "Organization" wherever used herein shall be construed to include the executors, administrators, successors and assigns of the Board and Organization, respectively.
- 17.3 When there are two or more Organizations bound by the same covenants herein contained, their obligations shall be joint and several.
- 17.4 All of the provisions of this Agreement are to be construed as covenants and agreements as though the words importing such covenants and agreements were used in each separate paragraph hereof. Should

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any provision or provisions of this Agreement be illegal or not enforceable, it or they shall be considered separate and severable from the Agreement and its remaining provisions shall remain in force and be binding upon the parties hereto as though the said provision or provisions had never been included.

**18. ENTIRE AGREEMENT**

This Agreement sets forth the entire agreement between the Organization and the Board with respect to the Premises. Any offer to Agreement or agreement to Agreement entered into by the Board and Organization prior to the execution of this Agreement shall be deemed to have been merged and extinguished by this Agreement. No amendment or addition to this Agreement will bind the Board or the Organization unless the amendment or addition is in writing and signed by all parties to this Agreement.

**19. SUCCESSORS AND ASSIGNS**

This Agreement shall be binding upon, extend to and ensure to the benefit of the Board and Organization and to each of their respective successors and permitted assigns.

**20. HEADINGS**

The headings introducing sections and articles in this Agreement are inserted for convenience of reference only and in no way define, limit or construe or describe the scope or intent of such sections or articles.

**21. GOVERNING LAW**

This Agreement shall be construed in accordance with, and governed by, the laws of the Province of Ontario.

**22. ARBITRATION OF DISPUTES**

Any matter in dispute herein, if not agreed upon, shall be determined by a single arbitrator, who shall be appointed and shall conduct such arbitration in accordance with the provisions of the Arbitration Act, 1991 (Ontario).

In Witness of the foregoing covenants the Board and the Organization have executed this Agreement.

LAKEHEAD DISTRICT SCHOOL BOARD

Per:

\_\_\_\_\_

\_\_\_\_\_  
I/We have the authority to bind the Corporation.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2024

ORGANIZATION NAME

Per:

\_\_\_\_\_

\_\_\_\_\_  
I/We have the authority to bind the Corporation.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2024

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**SCHEDULE "A" – PREMISES**

*School Floor Plan and Rent Schedule to be inserted prior to signing*



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**SCHEDULE "B" – ROUTINE MAINTENANCE**

Routine maintenance means the Board will maintain the Premises to ensure that it remains in the same standard and condition as at the commencement of the Term.

All Routine Maintenance shall be completed by the Board, its servants, agents, contractors, licensees or invitees or designate.

Such maintenance shall include all structural repairs to the Premises (including the replacement of the roof and the replacement of the heating, ventilating and air conditioning system serving the Premises) that are considered capital in nature in accordance with generally accepted accounting principles.

**Specific List of Routine Maintenance and Repairs**

Includes, but is not limited to:

**Heating and Ventilation**

- Compressor not working
- Thermostat not working
- Furnace malfunction
- Pump making grinding noise
- Room cold (lack of forced air)
- Heater needs fastening on wall
- Start up boiler
- Shut down boiler
- Glycol leak
- Condensate tank not working
- No control A.H.U.
- Vent pipe (condensation)
- Broken thermostat cover
- A.H.U. not working
- Unit heater repair (Herman Nelson)
- Boiler not coming on
- Safety pressure valve leaking
- Change filter

**Mechanical**

- Playground repair
- Fencing repair
- Gravel required (parking lot)
- Grading of parking lot required
- Top soil required (campus)
- Supply and install exterior light covers
- Lunch table repair
- Empty exterior garbage and re-cycle containers
- Change belts (cyclone system)
- Small welding repairs
- Repair paper cutter
- Unplug cyclone
- Repair basketball standards
- Machinery guard required Signs required

**Plumbing**

- Automatic urinal not working
- Install eyewash
- Taps leaking
- Water pipe loose
- Replace cracked toilet
- Clean U.V. sensor
- Exterior hose bib leaking
- Exterior hose bib broken
- Loud humming pipes
- Toilet will not flush properly
- Replace broken toilet seat
- Toilet will not flush properly
- Toilet valve leaking
- Toilet handle loose
- Toilet leaking
- Water pipes leaking
- Require flushometer diaphragms
- Shut off valves not working
- Urinal leaking
- Bradley basin repair
- Sink drain plugged
- Water fountain leaking
- Taps are loose
- Roof drain coming apart
- Sump pump repair

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Electrical

- Exterior bells not loud enough
- Ballast needs replacing
- G.F.I. receptacle required
- Replace, re-fasten light shades
- Exterior lights not working
- Receptacle not working
- Repair heat trace cable
- Fire alarm deficiencies
- Emergency lights not working
- Fan not working
- Exit light not working
- Accessible door not working
- Alarm pad not fastened to wall
- Intercom not working
- Repair bell clocks
- Replace missing breaker covers
- Repair car receptacles
- Repair G.F.I. receptacle
- Unit heater repair
- Replace broken receptacle
- Require additional receptacles
- Exhaust fan too loud
- Unit heater fan motor not working
- Supply air not working
- Exhaust fan not working
- Pump not working
- Heating issue

Masonry

- Ceramic tile repair
- Exterior brick repair
- Repair interior block walls
- Sidewalk repair
- Repair concrete stairs
- Leak in foundation
- Repair exterior parging and uneven concrete slabs
- Repairs to concrete sheds

Carpentry

- Exterior door latch repair
- Floor tile repair
- Key not working
- Deadbolt not working
- Repair broken bleacher boards
- Repair ,replace broken window
- Replace damaged ceiling tile
- Interior fire doors not closing
- Repair broken door handle
- Repair cupboard
- Lock not working
- New key required
- Millwork repair
- Repair drywall, plaster
- Change lockset
- Re-key lock cylinder
- Repair window screens
- Install additional weather stripping
- Repair door closer
- Repair bathroom partitions

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**SCHEDULE "C" - RULES AND REGULATIONS**

The Organization shall observe the following Rules and Regulations (as amended, modified or supplemented from time to time by the Board as provided in this Agreement):

1. The sidewalks, entrances, elevators, stairways and corridors of the building shall not be obstructed or used by the Organization, his agents, servants, contractors, invitees or employees for any purpose other than access to and from the Premises.
2. The floors, sky-lights and windows that reflect or admit light into passageways or into any place in the building shall not be covered or obstructed by the Organization, and no awnings shall be put over any window.
3. The toilets, sinks, drains, washrooms and other water apparatus shall not be used for any purpose other than those for which they were constructed, and no sweepings, rubbish, rags, ashes or other substances, such as chemicals, solvents, noxious liquids or pollutants shall be thrown therein, and any damage resulting to them from misuse shall be borne by the Organization by whom or by whose employees, agents, servants, contractors, or invitees the damage was caused.
4. The Organization shall not perform any acts or carry on any activity which may damage the Premises or the common areas or be a nuisance to any other Organization.
5. The Organization shall not mark, drill into, bore or cut or in any way damage or deface the walls, ceilings or floors of the Premises. No wires, pipes or conduits shall be installed in the Premises without prior written approval of the Board. No broadloom or carpeting shall be affixed to the Premises by means of a non-soluble adhesive or similar product.
6. No one shall use the Premises for sleeping apartments or residential purposes, for the storage of personal effects or articles other than those required for business purposes, or for any illegal purpose.
7. The Organization must observe strict care not to allow windows to remain open so as to admit rain or snow, or so as to interfere with the heating of the building. The Organization neglecting this rule will be responsible for any damage caused to the property of other Organizations, or to the property of the Board, by such carelessness. The Organization, when closing the Premises, shall close all windows and lock all doors.
8. The Organization shall not without the express written consent of the Board, place any additional locks upon any doors of the Premises and shall not permit any duplicate keys to be made therefor; but shall use only additional keys obtained from the Board, at the expense of the Organization, and shall surrender to the Board on the termination of the Agreement all keys of the Premises.
9. No inflammable oils or other inflammable, toxic, dangerous or explosive materials shall be kept or permitted to be kept in or on the Premises.
10. Nothing shall be placed on the outside of windows or projections of the Premises. No air-conditioning equipment shall be placed at the windows of the Premises without the consent in writing of the Board.
11. The moving of all heavy equipment and office equipment or furniture shall occur only between 6:00 p.m. and 8:00 a.m. or any other time consented to by the Board and the persons employed to move the same in and out of the building must be acceptable to the Board. Safes and other heavy equipment shall be moved through the Premises and common areas only upon steel bearing plates. No deliveries requiring the use of an elevator for freight purposes will be received into the building or carried in the elevators, except during hours approved by the Board.
12. The Organization shall first obtain in writing the consent of the Board to any alteration or modification to the electrical system in the Premises and all such alterations and modifications shall be completed at the

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Organization's expense by an electrical contractor acceptable to the Board.

13. The Organization shall not install or erect on or about the Premises television antennae, communications towers, satellite dishes or other such apparatus.
14. The Board shall have the right to make such other and further reasonable rules and regulations and to alter, amend or cancel all rules and regulations as in its judgement may from time to time be needed for the safety, care and cleanliness of the building and for the preservation of good order therein and the same shall be kept and observed by the Organization, his employees, agents, servants, contractors or invitees. The Board may from time to time waive any of such rules and regulations as applied to particular Organizations and is not liable to the Organization for breaches thereof by other Organizations.
15. The consumption and / or sale of alcoholic beverages on school premises is prohibited.

**SMOKING IN SCHOOL BUILDINGS OR ON SCHOOL PROPERTY IS PROHIBITED.**

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**SECTION 6: STANDARD TERMS AND CONDITIONS FOR SERVICE PROVIDERS**

These Standard Terms and Conditions form a part of each procurement document and apply in like force for the purchase of services. All requests called for by Lakehead District School Board, also referred to as LDSB or Board, will bind bidders to the terms and conditions herein set forth.

SUBMISSION OF BID:

1. Bids must be submitted on and in accordance with the instructions and forms provided in the LDSB procurement document. Alterations, erasures, or modification by any means to this original document is not permitted under any circumstances. Tampering with these original documents will result in bid disqualification.
2. If applicable, the bidder will be required to sign a Tax Compliance Declaration Form as confirmation of the bidder's compliance with all tax statutes administered by the Ministry of Revenue for Ontario. This will serve as verification that the bidder's provincial taxes are in good standing.
3. The bidder will be required to sign a Declaration of Conflict of Interest to indicate whether there is a perceived, actual, or potential conflict. If, at the sole and absolute discretion of LDSB, the bidder is found to be in a conflict of interest, LDSB may disqualify the bid. Where LDSB discovers a bidder's failure to disclose an actual or potential conflict of interest, LDSB may disqualify the bidder or terminate any contract award to that bidder pursuant to this procurement process.
4. In accordance with Ontario regulations regarding the Safe Schools Act, LDSB at its discretion, may request a Police Records Check for a service provider. Failure to provide the documentation may disqualify the bid.
5. Any bid received by the Purchasing Department later than the time and date specified WILL NOT BE CONSIDERED, and will be returned only at the Bidders request and expense. The time and date referenced in an LDSB procurement document will be EASTERN STANDARD TIME.
6. A submission that includes the bidders own contract, terms and conditions, options, variations, or contingent statements that are contrary to or inconsistent with the terms set out in the procurement document, may be disqualified. If a submission is not disqualified despite such changes or qualifying statements, the terms and conditions of the procurement document will prevail over any requested changes and will be confirmed and mutually agreed upon by both parties at the time of contract acceptance.
7. A bidder may request to withdraw or amend their submission prior to the closing date and time. Requests may be initiated by the bidder or may be a result of information provided by addenda. Amendments should clearly indicate what part of the submission it is applicable to or if the submission is being replaced in its entirety.

Such requests must be made in writing and signed by an authorized representative of the bidder's company, to the LDSB contact person referenced in the procurement document. LDSB is under no obligation to return amended or withdrawn submissions. LDSB will return unused samples and exhibits at the supplier's request and expense.

8. Submissions will remain irrevocable in the form submitted by the bidder for a period of sixty (60) days from the closing date and time of the procurement process, unless otherwise specified in the procurement document.
9. The bidder will not rely upon any oral or written information or representation provided to them by anyone other than the LDSB contact person referenced in the procurement document, and any written addenda to this document. Lobbying during the competitive procurement call or "black out period," is prohibited. This includes any communications with anyone other than the LDSB contact from the time of issuance of procurement document, up to and including the time of award. All correspondence in regard to the

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procurement document and specifications must be directed to the LDSB contact person.

The bidder is required to promptly examine all of the documents and report any errors, omissions or ambiguities, and direct questions or seek additional information in writing, on or before the deadline for questions.

It is the responsibility of the bidder to seek clarification on any matter it considers to be unclear. LDSB will not be responsible for any misunderstanding on the part of the bidder concerning the procurement request or its process.

10. The procurement process shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.
11. All submissions which are received by the stated closing time will be opened publicly. The disclosure of information provided will be limited to the names of the bidders, and only if applicable, the total price.
12. The Municipal Freedom of Information and Protection of Privacy Act (MFIPPA), R.S.O. 1990, c.M.36, as amended, applies to information provided to LDSB by a bidder. The confidentiality of information supplied by bidders, including their submissions, will be maintained by LDSB, except as otherwise required by law or by order of a court or tribunal. Bidders are advised that their submissions will, as necessary, be disclosed on a confidential basis, to LDSB's advisors retained for the purpose of evaluating or participating in the evaluation of their submissions.

By submitting any Personal Information, bidders are agreeing to the use of such information as part of the evaluation process, for any audit of the procurement process and for contract management purposes. Where the Personal Information relates to an individual assigned by the successful supplier to provide the services, such information may be used by LDSB to compare the qualifications of such individual with any proposed substitute or replacement. If a Bidder has any questions about the collection and use of Personal Information pursuant to the procurement request, questions are to be submitted to the LDSB contact person identified in the procurement document.

RIGHTS OF THE BOARD:

13. LDSB reserves the right to:
  - a) make public the names of any or all bidders;
  - b) request written clarification of the bidder's submission;
  - c) waive minor informalities and irregularities and accept submissions which, in the sole judgment of LDSB, substantially comply with the requirements of the procurement process;
  - d) disqualify any bidder whose submission contains misrepresentations or any other inaccurate or misleading information;
  - e) make changes, including substantial changes, to the procurement requirements provided that those changes are issued by way of addenda;
  - f) accept or reject submissions not properly completed;
  - g) cancel the procurement process at any stage;
  - h) negotiate the scope of work with the low bidder or issue a new request for the same or similar services where bids exceed the budget amount;
  - i) reject any or all submissions;

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

LDSB will not be liable for any costs, expenses, loss or damage incurred, sustained or suffered by any bidder or

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any third party resulting from LDSB exercising any of its express or implied rights indicated in these terms and conditions, or for reason of the non-acceptance by the LDSB of any bidder's submission, or by reason of any delay in its acceptance.

14. LDSB reserves the right to not accept submissions from any bidder who has a claim or has instituted a legal proceeding against the Board whether it is related or unrelated to the subject matter of the procurement document. This right of the Board applies to the bidding company and any of the company's subsidiaries or to any firm of which the principals of the company are associated.

EVALUATION AND AWARDS:

15. LDSB may assign a team to evaluate submissions, as required. The evaluation process and criteria will be outlined in the procurement document.
16. In compliance with the Agreement on Internal Trade (AIT), LDSB will refrain from any discrimination or preferred treatment in awarding a contract to a supplier as a result of a competitive process. LDSB will not give preferential treatment to any supplier(s) based on criteria such as company size or geographic location unless explicitly stated in the competitive documentation. Any preference stated in the competitive document must fall under the specific circumstances identified in the Ontario Ministry of Finance Broader Public Sector Procurement Directive.
17. Bids may be evaluated based on weighted criteria contained in the procurement documents, to determine which one offers the best value and meets the objectives of the Board. Where evaluation of criteria is tied, the process to resolve may differ depending on the procurement request.  
  
Resolution processes may include but not be limited to supplier presentations and demonstrations, reference checks, or site visits to supplier location. Bidders will be given the new criteria that this second-stage evaluation will be based on.
18. Where identical low price bids are received the following options as deemed appropriate by the Supervisor of Purchasing will be considered to break the tie: prompt payment discount, best delivery, environmental initiatives offered, or a coin toss facilitated by the Supervisor of Purchasing or designate.  
  
In the event of a coin toss, the bidder whose submission is date stamped the earliest will call the draw. Bidders will be requested to sign a Tie Bid Declaration Form agreeing to abide by the result and waive any legal rights they may have against the LDSB.
19. Deviations from the bid request will constitute a bid irregularity. Irregularities that do not comply with the terms of the procurement document and compromise the integrity of the bidding process will be considered major irregularities and will disqualify the submission.
20. LDSB may negotiate with the successful bidder, minor changes or variations to the bid without recalling the tender, if deemed to be in the best interest of the Board.
21. A bidder must be prepared, if requested, to present evidence of experience, ability, service facilities and financial standing necessary to satisfactorily meet the requirements set forth or implied in the procurement documents.
22. All bidders will be notified in writing of the outcome of the procurement process after the award of the contract.
23. For procurements valued at \$100,000 or greater, bidders who participated in the procurement process may request a debriefing. All requests must be in writing to the LDSB contact in the procurement document or the LDSB Supervisor of Purchasing, and must be made within sixty (60) days of award notification. The intent of the debriefing information session is to provide a critique of the submission discussing its strengths and weaknesses, to aid the bidder in presenting a better submission in subsequent procurement opportunities.

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LDSB will not disclose information in other bidder's submissions or engage in comparing the contents of any submissions.

CONTRACT:

24. A LDSB Purchase Order or any other official acceptance of the offer in writing by LDSB shall constitute a contract between the successful bidder and the Board. This contract shall bind the bidder on its part to furnish and deliver goods or services at the prices quoted and in accordance with the conditions of the procurement document, and LDSB on its part to take delivery of and pay for the good or services at the contract price.
25. It is mutually agreed and understood that the supplier shall not assign, transfer, convey, sublet or otherwise dispose of his contract or his right, title or interest therein, or his power to execute such contract, to any other person, firm, company or corporation without the previous written consent of LDSB.
26. A successful bidder failing to accept a contract will not be eligible to participate in future LDSB procurement requests for a time period as determined by the LDSB.
27. LDSB reserves the right to terminate the contract if service is deemed unsatisfactory by LDSB or not in accordance with the terms and conditions or scope of work specified in the procurement document; or if the company commits any act of bankruptcy, or if a receiver is appointed on account of its insolvency.  
  
In the event of termination, LDSB will not, by virtue of any of the above instances of termination, waive any rights or remedies it may have in the contract or otherwise at law and LDSB shall not be responsible to the supplier for any losses, costs or damages of any nature whatsoever. LDSB shall only be responsible for the payment of goods received or services completed in connection with the contract up to and including the effective date to any such termination.
28. Supplier performance will be evaluated either by periodic audits during the contract term or upon completion of the contract, using a LDSB Performance Evaluation Report. Where the standard is not being met, the Board will conduct an investigation and follow-up with the supplier.
29. LDSB reserves the right to remove any supplier for unsatisfactory performance of contract, from eligibility to submit proposals for a time period as determined by the LDSB.

WORKPLACE SAFETY INSURANCE BOARD (WSIB)

30. The successful bidder must provide a Certificate of Clearance from the Workplace Safety and Insurance Board prior to commencement of work, certifying that all assessments and liabilities have been paid, and that the bidder is in good standing with WSIB.  
  
If the successful bidder is recognized by WSIB as an 'independent operator', WSIB optional insurance must be purchased and proof of coverage provided to LDSB prior to commencement of services.

SPECIFIC CONDITIONS

31. Where conditions within a procurement document are contrary to these Standard Terms and Conditions for Procurement Requests, the conditions specified in the procurement document will prevail.



# Appendix A – Form of Offer

**FOR**

**REQUEST FOR PROPOSAL**

**#RFP24-24**

**Child Care Program Operator**

For Lakehead District School Board, Thunder Bay, ON

Submitted by:

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**LATE SUBMISSIONS WILL NOT BE ACCEPTED**

**SUBMISSIONS RECEIVED BY FAX, E-MAIL, TELEPHONE, OR ANY OTHER ELECTRONIC DEVICE WILL NOT BE ACCEPTED**

**THE LOWEST OR ANY PROPOSAL WILL NOT NECESSARILY BE ACCEPTED**

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**Child Care Program Operator**

**APPENDIX A - FORM OF OFFER**

**Each Submission must include** Appendix A - Form of Offer completed and signed by an authorized representative of the Proponent, Appendix B – Child Care Program Fees completed in accordance to requested requirements, together with all other requested information in accordance with the requirements of this RFP Document.

**1.1 Proponents Contact / Company Information**

Full Legal Name:			
Address:			
Phone, Email, Website			
Payment Address (if different from above)			
Contact Name:		Position	
Phone number :		E-mail	

**1.2 Offer**

The Proponent has carefully read and examined the RFP document and has a clear and comprehensive knowledge of all requirements, terms and conditions required under the RFP. By submitting a response to this RFP, the Proponent agrees and consents to all terms, conditions and provisions of the RFP, and agrees to provide the services in accordance with the specifications provided, if selected for an award of contract.

The Proponent has a clear understanding that LDSB makes no guarantee as to the number of sites or location of sites awarded. LDSB reserves the right to award all or some of the sites indicated below, or as determined by the Board.

The Proponent confirms compliancy to all of the following “Specific Requirements” as follows and as identified under Section 3 - Mandatory Requirements:

THE PROPONENT COMPLIES TO THE FOLLOWING MANDATORY REQUIREMENTS:	
a)	The operator is eligible to receive fee subsidy payments for children enrolled in the program.
b)	The operator meets all day nursery act requirements.
c)	The operator will provide services up to the end of the school year with firm date to be confirmed with the awarded operator.
d)	The operator will be required to provide curriculum consistent with The Full-Day Early Learning Kindergarten Program
e)	The operator is able to begin start-up of the Child Care Program September 1, 2024 at the school site location(s) resulting from award of this RFP Process
f)	The operator has included Appendix B – Child Care Program Fees of this RFP document completed and signed

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**Child Care Program Operator**

**1.2.1 List of LDSB School Sites requested:**

The Proponent agrees to offer services as requested in this RFP at any or all of the following LDSB School Sites and as awarded by LDSB. The Proponent further agrees to offer Daily Child Care Program Rates as indicated in the attached Appendix B – Child Care Program Fees.

LIST OF SCHOOL SITES in order of preference (#1 being first preferred and #4 being least preferred)	
#1	
#2	
#3	
#4	

**POTENTIAL SCHOOL SITES:** Crestview; Five Mile; Gorham & Ware; Kakabeka Falls

**1.3. Addenda**

The Proponent is deemed to have read and accepted all addenda issued by Lakehead District School Board prior to the Deadline for Issuing Addenda. The onus remains on the Proponent to make any necessary amendments to their Submission based on the addenda.

The Bidder is requested to confirm that it has received all addenda by listing the addenda numbers or, if no addenda were issued, “None”:

Addenda #(s)	
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**1.4. Conflict of Interest**

The Proponent must disclose if there is an actual or potential Conflict of Interest relating to the preparation of its Submission, and/or the Proponent foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFP.

**INSTRUCTIONS TO PROPONENTS:** The Proponent must check the box which applies.

<input type="checkbox"/> The Proponent declares that it has a conflict of interest. <input type="checkbox"/> The Proponent declares that it does not have a conflict of interest.
--

If the Proponent declares an actual or potential Conflict of Interest, the Proponent must set out below details of the actual or potential Conflict of Interest:

The Proponent agrees that, upon request, the Proponent shall provide LDSB with additional information from each individual identified above in the form prescribed by LDSB.

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**1.5. Tax Compliance Declaration Form**

Proponents are advised that any contract with Lakehead District School Board requires a declaration from the successful Proponent that the Proponents provincial taxes are in good standing. In order to be considered for a contract award, the Proponent must submit the following tax compliance status indicating the following consent to disclosure:

**DECLARATION**

I /WE hereby certify that \_\_\_\_\_  
(Legal name of Proponent)

at the time of submitting its Submission, is in full compliance with all tax statutes administered by the Ministry of Revenue for Ontario and that, in particular, all returns required to be filed under all provincial tax statutes have been filed and all taxes due and payable under those statutes have been paid or satisfactory arrangements for their payment have been made and maintained.

**CONSENT TO DISCLOSURE**

I/We consent to the Ministry of Revenue releasing the taxpayer information described in this Declaration to LPC issuing the RFP as necessary for the purpose of verifying that I/we am/are in full compliance with all statutes administered by the Ministry of Revenue.

Dated on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

Proponent confirms as Acknowledged: \_\_\_\_\_  
(Proponents Signature)

**1.6. Bid Irrevocable**

The Proponent agrees that its Submission shall be irrevocable for sixty (60) days following the Submission Deadline.

**1.7. Disclosure of Information**

The Proponent hereby agrees that any information provided in this Submission, even if it is identified as being supplied in confidence, may be disclosed where required by law or if required by order of a court or tribunal. The Proponent hereby consents to the disclosure, on a confidential basis, of this Submission by Lakehead District School Board to the Boards advisers retained for the purpose of evaluating or participating in the evaluation of this Submission.

**1.8. Execution of Agreement**

Submission of a proposal constitutes acknowledgement that the Proponent has read and unless otherwise indicated in the Proponents submission understands and agrees to be bound by the terms and conditions in this Request for Proposal and will execute a contract if the Proponent is selected for an award of contract in accordance with the terms of this procurement request.

Signature of Proponent or Proponents Representative	Name and Title (Print)
I have authority to bind the Proponent	Date:

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Child Care Program Operator**

**APPENDIX B – CHILD CARE PROGRAM FEES**

<b>Lakehead District School Board Daily Rate Information for Child Care Program Fees (Kindergarten)</b>					
<b>School Site(s) Rates Apply to:</b>					
<b>DAILY RATE CHARGED</b>	<b>Before School (Instructional days)</b>	<b>After School (Instructional days)</b>	<b>Non-Instructional Days (e.g. PD days, holidays, if applicable)</b>	<b>School Breaks (e.g. March &amp; Christmas Break, if applicable)</b>	<b>Summer (If applicable)</b>
<b>YEAR 1</b>	\$	\$	\$	\$	\$
<b>YEAR 2</b>	\$	\$	\$	\$	\$
<b>YEAR 3</b>	\$	\$	\$	\$	\$
<b>YEAR 4</b>	\$	\$	\$	\$	\$

Submitted by:

\_\_\_\_\_

*Signature of Authorized Representative*

\_\_\_\_\_

*Print Name & Title*

Dated \_\_\_\_\_ day of \_\_\_\_\_, 2024

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**Child Care Program Operator**

**APPENDIX C - REFERENCE FORM**

Include three (3) references from Community Partners or from current and past parents of child care identifying date of service/partnership.

PROPOSERS NAME: \_\_\_\_\_

Name:	
Address:	
Contact Phone:	
Contact E-mail:	
Date of Service/Partnership:	

Company Name:	
Company Address:	
Contact Phone:	
Contact E-mail:	
Date of Service/Partnership:	

Company Name:	
Company Address:	
Contact Phone:	
Contact E-mail:	
Date of Service/Partnership:	

**In submitting the above references, the Proponent authorizes Lakehead District School Board to contact any of the above.**

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APPENDIX D – SUBMISSION LABEL

**AFFIX THIS LABEL TO YOUR SUBMISSION PACKAGE ENVELOPE** (cut along perforated lined)

**Proponent to complete the following:**

(Full legal name and address)

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

CONTACT: \_\_\_\_\_

PHONE: \_\_\_\_\_

**PROPOSAL SUBMISSION:**

**#RFP24-24**

**Child Care Program Operator**

**SUBMISSION DEADLINE:**

**Closing Date: Wednesday, April 17,  
2024 Closing Time: 2:00:00pm (Local  
Time)**

**TO: Lakehead District School Board  
Purchasing Department, 3<sup>rd</sup> Floor  
2135 Sills Street,  
Thunder Bay, ON P7E 5T3  
Attention: Alisha Osadec, Buyer**

**NOTE:**

The onus remains solely the responsibility of the Proponent to instruct couriers/delivery personnel to deliver submissions to the exact location and floor, specified above by the Submission Deadline. Proponents assume sole responsibility for late deliveries if these instructions are not strictly adhered to.

**IMPORTANT INSTRUCTIONS:**

Submissions must be submitted in a sealed package(s) to the address indicated on the Submission Return Label between the hours of 8:30 a.m. and 4:00 p.m. (Thunder Bay Time), Monday through Friday (excluding Statutory Holidays), AND NO LATER THAN THE TENDER SUBMISSION DEADLINE DATE AND TIME NOTED ABOVE.

LDSB does not accept responsibility for proposal submissions directed to any location other than the address indicated on the label above.

Failure to affix this Label to your submission envelope/ package may also result in submissions not being recognized as a tender submission. This could result in your submission arriving late at the prescribed office and will be deemed late and disqualified.

**Submission received by Fax or any other kind of electronic transmission will be rejected.**