



REQUEST FOR PRE-QUALIFICATION RFPQ # 2017-126-A

Child Care Service Providers

Please review this document in its entirety and submit your response to the address and contact person noted below.

RFPQ # 2017-126-A

Reception – Ground Floor
York Catholic District School Board
320 Bloomington Road West, Aurora, Ontario
Attention : Julia Rose, Purchasing Services

The Purchasing Department of YCDSB will not be held responsible for submission documents submitted in envelope(s) that are not labelled in accordance with the above instructions.

Issued: N/A



Board Mission Statement

Guided by Gospel Values and Catholic Virtues, in partnership with home and Church we educate and inspire all students to reach their full potential in a safe and caring environment.

Board Vision Statement

Our students will become creative and critical thinkers who integrate Catholic Values into their daily lives, as socially responsible global citizens.

About York Catholic District School Board

The Board serves one of the fastest growing areas in North America: the Regional Municipality of York, located in the Greater Toronto Area.

The Board has schools in each of the Region's nine area municipalities: Aurora; East Gwillimbury; Georgina; Markham; Newmarket; Richmond Hill; Vaughan; Whitchurch-Stouffville; and the Township of King.

Our more than 5,000 dedicated instructional staff members serve over 55,000 students. Currently, the Board has 89 elementary schools and 15 secondary schools.

Please refer to the following link for a map by municipality of all schools:

<http://www.ycdsb.ca/schools/MunicipalMaps.htm>

How to do Business with York Catholic District School Board

The Proponent is encouraged to visit the Board web site (<http://www.ycdsb.ca>) for detailed information about the Board. The Board may advertise bid opportunities on Biddingo (<http://www.biddingo.com>). Proponents are encouraged to register on this site to receive electronic notification of bid opportunities.

A list of Bids is available on the Board's web site at:

<http://departments.ycdsb.ca/ls/business/purchasing/documents/bids.pdf>

The status of the Bid is updated regularly, and awards will be posted. The Board is not obligated to notify past or present Proponents, vendors or service providers in any other way.

TABLE OF CONTENTS

| | | |
|-----|--|----|
| 1. | INTRODUCTION | 2 |
| 2. | Definitions | 2 |
| 3. | INQUIRIES | 3 |
| 4. | EVALUATION CRITERIA | 4 |
| 5. | EVALUATION PROCESS & AWARD | 5 |
| 6. | TERMS AND CONDITIONS | 7 |
| 7. | TERMS APPLICABLE TO SUCCESSFUL APPLICANT | 10 |
| 11. | APPENDIX K – Signature Form – Attachment, 2 Pages | |
| 12. | APPENDIX M– Reference – Attachment, 2 Pages | |
| 13. | APPENDIX N – Agreement to Abide– Attachment, 1 Page | |
| 14. | APPENDIX P – Conflict of Interest– Attachment, 2 Page | |
| 15. | APPENDIX Li – Contract Agreement – Attachment, 2 Pages | |

2017-126-A

REQUEST FOR PRE-QUALIFICATION FOR CHILD CARE SERVICE PROVIDERS

1. INTRODUCTION

This Request for Pre-qualification process is to identify and shortlist experienced and qualified Child Care Service Providers (also referred to as “Operators”) who will be interested in working with York Catholic District School Board (YCDSB).

Note: Child Care Operators who have been previously pre-qualified or who are currently performing Child Care Services for the Board do not respond to this request. Child Care Operators who are approved through this Pre-qualification process or currently providing child care services to the Board are eligible for participating in future bid opportunities.

2. YCDSB - Definitions

Board

York Catholic District School Board (YCDSB) and its authorized representatives.

Child Care Operators

An Applicant whose submission is successful in this Request for Pre-qualification.

Parties

The Board and the Applicant, or the Board and the Child Care Operators.

Pre-qualification Agreement

All information in this Request for Pre-qualification document, the Applicant’s submission, any amendments/changes as may be agreed to during the evaluation process and announcement letter from the Board which conveys approval of the Applicant’s submission and Appendix L – Contract Agreement.

Applicant

An incorporated, not for profit entity, licenced under relevant Provincial and Municipal Acts and Regulations.

Responsible Applicant

An Applicant who can reasonably be expected to provide satisfactory performance on the proposed Contract based on reputation, references, performance on previous Contracts, and sufficiency of financial and other resources. This Applicant has the capability, integrity and reliability, which will ensure good faith performance.

Responsive Applicant

An Applicant who complies with the provisions of the bid solicitation, including Bid submission requirements, specifications, terms and conditions.

YCDSB

York Catholic District School Board

3. INQUIRIES

Applicants shall direct all inquiries regarding the Documents, **via email**, to:

Julia Rose
SAP Purchasing Specialist
Purchasing Services
YORK CATHOLIC DISTRICT SCHOOL BOARD
E-Mail: Julia.rose@ycdsb.ca

The Applicant shall not be bound and the Applicant agrees not to rely upon any written or verbal statements or representation, of any other Board representatives other than the above named person who has sole responsibilities for all inquiries.

4. EVALUATION CRITERIA

The following items in “Section A” MUST be included in your response and follow the prescribed format or the Applicant will be disqualified from further consideration. Place these items in the following order before the numbered tabs:

Section A

1. Must have a purchase of service agreement with The Regional Municipality of York.
(Provide proof)
2. Must be a non-profit organization – Provide proof – Incorporation papers.
3. At the time of application be incorporated under the Corporations Act.
4. Agree to abide by the policies and procedures of the YCDSB.
5. Must be an existing Child Care Operator operating licensed child care programs, ages infants to age 12, (effective September 2023) through the Ministry of Education, within York Region for a minimum of 2 years. Site Visit Mandatory.
6. Must enter into a legal agreement with the YCDSB regarding all matters of administration and operational conditions.
7. Proof of Opting into the Canada Wide Early Learning Child Care System (CWELCC)
8. All attached forms:

Appendix K – Signature Form – completed and signed
Appendix M – References – completed
Appendix N – Agreement to Abide – completed and signed
Appendix P – Conflict of Interest – completed and signed

| |
|--|
| Documents must be submitted in the manner/format as described below |
|--|

All submissions that have met the above requirements (including format) will be evaluated using the following evaluation criteria. Please note these are NOT listed in order of importance.

The following items must be provided in your submission in a binder, in order, with tabs numbered accordingly:

| Award Criteria | Tab# | Award Criteria | Weighting % |
|--|-------------|---|--------------------|
| Organizational Strength | 1 | <ul style="list-style-type: none"> History of organization Current program locations (include addresses and phone numbers) Financial Viability and Stability – financial audited statements (2years) Annual General Meeting Package References – Provide at least 5 references to further support your organizations experience. (Appendix M) Philosophy and goals | 30 |
| Service/programming | 2 | <ul style="list-style-type: none"> Inclusion of children with special needs Age range Hours of Service Daily program schedule Admission policy for full and part-time students Behavior guidance Age appropriate programming Camp programs offered Physical activity Homework Cultural diversity (programming) Purchase of Service agreement Snacks provided | 30 |
| Health and Safety | 3 | <ul style="list-style-type: none"> Security/Supervision – Policies and procedures | 10 |
| Capacity, availability and preparedness to provide service | 4 | <ul style="list-style-type: none"> Professional Development policy for staff Staff turnover Qualities in staff – how many years have your staff been employed with your agency. Minimum enrolment requirement Statement of appropriate liability insurance (minimum \$5M) Annualized operating budget Marketing Plan for the site | 15 |

| | | | |
|--|---|--|----|
| Parent Engagement | 5 | <ul style="list-style-type: none"> • Parent forums/meetings/involvement • Ongoing communication/input • Copies of Brochures/parents handbooks/parent guides /maps | 10 |
| Value Added Services | 6 | Additional relevant information you feel would be of interest to the Board. | |
| “Accessibility for Ontarians with Disabilities Act”. | 7 | Vendor(s) must meet appropriate accessibility requirements under the Ontario Human Rights Code (OHRC), the Ontarians with Disabilities Act, 2001 (ODA) and Accessibility for Ontarians with Disabilities Act, 2005 (AODA) and its regulations. | 5 |

5. EVALUATION PROCESS & AWARD

Evaluation Process

The Pre-qualification process will include an assessment of the following categories with relative weighting for each:

- Organizational Strength (30%)
- Service Programming (30%)
- Health and Safety (10%)
- Capacity, availability and preparedness to provide service (15%)
- Parent Engagement (10%)
- Value Added ()
- Accessibility for Ontarians with Disabilities Act (5%)

The Pre-qualification will be analyzed by an Evaluation Committee which will be led by the Manager of Child Care Services and will also consist of staff from Purchasing Services. The Pre-qualification will be evaluated against the evaluation criteria, and will be awarded to the most Responsive and Responsible Applicant(s).

Each evaluation criterion will be rated on a scale of 0-10 by the Evaluation Committee, based on the response of the Applicant in the submission package. The rating will be based on the following:

- 0 = No information was provided.
- 1- 4 = The submission is lacking or is inadequate in many of the basic requirements, specifications and provisions.
- 5 = The submission meets all of the basic requirements, specifications and provisions, and is generally capable of meeting the Board's needs.
- 6 - 9 = The submission more than adequately meets all of the basic requirements, specifications and provisions, and exceeds them in some respects.

10 = The submission exceeds all basic requirements, specifications and provisions.

After the rating (1-10) has been arrived through evaluation, the figure is multiplied by the weighting %.

The weighting for each evaluation criterion is pre-determined and the applied percentage represents the significance of that criterion in relation to all other criteria in the overall evaluation.

Criterion Scoring Formula: Rating (1-10) x Weighting = Score

Example: A particular evaluation criterion is given a weighting of 20%. Through the evaluation process, it was determined that the Applicant met all basic requirements and was therefore rated a 5 out of 10. A 5 out of rating would be represented by $5/10 = .5$ rating. This would result in the following equation:

$.5$ (evaluation rating) x 20 (% weighting) = 10 line score.

The total number of line score points for all evaluation criteria areas of consideration will be used to determine the successful Applicants. Successful Applicants will be those with the highest point total (s).

Submissions will be assessed on the basis of information provided by the Applicant at the time of submission. No assumptions will be made, and the award decision may be based only on the information disclosed in the submission.

The Board reserves the right to solicit other undisclosed references including internal references (York Catholic District School Board staff) that may or may not have been disclosed by the applicant in this call for pre-qualification. The Board reserves the right to take these sources into consideration in evaluating experience and expertise of organization.

The Board reserves the right to contact references disclosed in the Applicant's submission for verification. Due to volume of references and submissions received, the Board also reserves the right to contact references for short listed and selected Applicants only.

Interview Process

The Board reserves the right to interview an Applicant(s) during the analysis of the Pre-qualification. The interview will be scheduled at a time and place chosen by the Board, and all costs are the responsibility of the Applicant. The purpose of the interview would be to seek clarification of certain aspects of the Pre-qualification, and the results of the interview will become part of the evaluation process. The decision to interview is at the sole discretion of the Board.

Award

The Board intends to pre-qualify a number of Applicants. This will result in a pool of Pre-qualified Child Care Operators whom, along with Child Care Operators currently providing child care to the Board are eligible for future bid Opportunities.

Each Applicant acknowledges and agrees, by providing a submission, that the Board will have no liability or obligation to any submission except only the Applicant, if any, pre-qualified by the Board in its sole discretion, and agrees that if not successful in this pre-qualification, the Board shall be fully and forever released and discharged of all liability and obligations in connection with this pre-qualification call and all its submission procedures.

Pre-qualification status will be granted to the most responsive and responsible Applicants for the work prescribed in this document.

Upon award, announcement of successful Applicant(s) will be announced via email from the Purchasing Department.
Official announcements will be made via letter to the successful Applicants only.

In some cases, approval of the award is required from the Trustees of the Board.

Debriefing Session

The Board, at the written request of an Applicant will conduct a debriefing. Applicants must submit their request within sixty (60) days of award. The Board will only identify any weaknesses or strengths in the Applicant's submission. No information regarding other Applicants' submissions will be disclosed.

Disputes Resulting From This Request for Pre-qualification

The Applicant will address any issues starting at the applicable Board's Buyer level to Purchasing Manager and continuing up the level of Administration to the final decision by the Superintendent of Business which will be the final stage. The Applicant cannot take any legal intervention until this process has taken its course. All disputes or conflicts shall be resolved in a timely manner.

If the Board is involved in a legal dispute executed by the Applicant in any matter pertaining to the award of this Request for Pre-qualification, the Board reserves the right to deny future bid opportunities to the Applicant in question until the legal dispute has been resolved, and for a period of three (3) years thereafter.

6. TERMS AND CONDITIONS

Addenda

Any interpretation, correction or change to the document by the Board will be made by a written notice of change (addendum). The addendum will become a part of the submission and will be taken into consideration in arriving at the final decision. Interpretations, corrections or changes made in any other way will not be binding and should not be relied upon by the Applicants.

Once issued, it is the responsibility of the Applicant to determine that the Applicant has received all addenda before providing their submission, and that all addenda are signed and included in the submission. The Applicant may e-mail the Purchasing Contact 48 hours prior to closing to confirm issuance of addenda. If bid is posted on Biddingo, it is incumbent on the Applicant to go on line and check for issuance of addenda.

Board Rights

The Board reserves the right to reject submissions from Applicants who cannot show a reasonable acquaintance with, or preparation for, the class of work specified.

The Board shall not be responsible for any cost incurred by the Applicant in any preparation of the Applicant's response to this Request for Pre-qualification.

The right to reject any or all submissions, to waive informalities, or to accept any submission as most satisfactory in the opinion of the Board, is expressly reserved by the Board.

The Board reserves the right to refuse to pre-qualify any Applicant or, when pre-qualified, reserves the right to remove from the pre-qualified Bidders' list any Provider:

- who has made claims or commenced legal proceedings, including arbitration proceedings, against the Board or is in the process of making claims or commencing such proceedings; and/or
- whom the Board determines, in its sole and unfettered discretion, ought not to be on the pre-qualified bidders' list, due to a Provider's changed circumstances or the Board's experience with the Provider.

The Board reserves the right to invalidate all submissions and to issue a second Request for Pre-qualification for the same or similar services without any obligation or any reimbursement to proposed Applicants.

Compliance

Submissions which are non-compliant with the Pre-Qualification requirements, or which contain qualifications or restrictions may be disqualified. Unless otherwise set out, the Board may waive any non-compliance with the Pre-Qualification and

in its sole discretion retain for consideration Pre-Qualifications which are non-conforming or non-compliant, if it is in the best interests of the Board to do so.

Complete Pre-qualification

The Applicant is strongly encouraged to make the submission as complete as possible, and provide information which addresses all of the evaluation criteria. No assumptions will be made, and the award decision may be based solely on the information provided in the submission. Omission(s) or lack of clarity for any item(s) requested may result in a score of zero for that item.

Lack of complete references or responsive references may also impact final scoring. Although the Board will exercise due diligence in making a reasonable attempt in obtaining responses from the references submitted, the Board cannot be held responsible should our performance questionnaire request be ignored by the organization being referenced or should contact information provided by the Applicant (e.g. e-mail address of reference contact) be incomplete or inaccurate.

Applicants Expenses

Applicants are solely responsible for their own expenses in preparing a Pre-qualification submission and for subsequent meeting(s) with the Board, if any. If the Board decides to reject all submissions, the Board will not be liable to any Applicant for any claims, whether for costs or damages incurred by the Applicant in preparing the Pre-qualification submission, loss of anticipated profit in connection with any final Agreement, or any other matter whatsoever.

Insurance

The Child Care Operator will maintain at its own cost throughout the term of the Agreement Commercial General Liability Insurance acceptable to the Board, naming the Board as an additional insured and subject to limits of not less than \$5,000,000.00 inclusive per occurrence for bodily injury, death and damage to property including loss of use thereof. Such insurance shall contain a severability of interests clause and a cross-liability clause protecting the Board against claims by the Child Care Operator, and a waiver of subrogation of the Insurer in favour of the Board and those for whom it is responsible in law.

The Child Care Operator must further purchase and maintain in full force and effect throughout the term of this Agreement “all risk” property insurance, insuring property of every description owned by the Child Care Operator and for which it is legally liable on the Licenced Premises, against risk of fire and other perils which are customarily included in such coverage, on a replacement cost basis. The Child Care Operator’s insurance policies will provide that coverage may not be terminated or materially changed without thirty (30) days prior notice to the

Board. A copy of the Child Care Operator's insurance policies shall be provided to the Board by no later than September 1 of each year of the Program.

Potential Applicants and Litigation

In the event that a legal dispute currently exists or has existed within the past five years between the Board and the Applicant, the Board reserves the right to deny the Applicant's participation in this Request for Pre-qualification and all future bid opportunities, until the legal dispute has been resolved, and for a period of one (1) year thereafter.

Irrevocability

The Pre-qualification will be open for acceptance by the Board and irrevocable by the Applicant for a period of one hundred and eighty (180) calendar days from the Closing Date of the Request for Pre-qualification.

Change(s) in Child Care Operators Status

The Board reserves the right to remove or temporarily suspend any Child Care Operator whose status has changed for any of the award criteria from the time of evaluation/award. For example, financial status, WSIB, safety issues, changes in personnel resulting in a reduced level of staff expertise, etc. The Board also reserves the right to remove a Child Care Operator from the Pre-qualified Child Care Operator's list if there has been a change in the Child Care Operator's business status through buy out, merger, new ownership, etc.

The Child Care Operator shall agree **not to sub-contract**, nor to assign any Agreement, in whole or in part, without the prior written approval of the Board. In addition, in the event that the Child Care Operator merges with another organization at any time during the term, or there is a change in voting control of the Child Care Operator or the Child Care Operator sells its assets to a third party, the merger change in voting control, or sale of assets, as the case may be, will constitute assignment, and the Board will be entitled to cancel the Agreement on at least ninety (90) days written notice from the date of disclosure or from the effective date of merger, change or sale, whichever is sooner.

Provider right to suspend participation

If a Child Care Operator cannot bid on forthcoming projects due to any reason (e.g. workload, illness, etc.) the Child Care Operator must immediately contact the Board buyer in writing, via email. The missive must include a rationale for withdrawing from competitive bidding and the duration period affected. When

the Board is advised by the Child Care Operator to re-activate bidding, invitations to competitive bids will resume.

During the inactive period, the Child Care Operator will not be invited to bids and therefore there will be no lack of response to record and no negative impact to their bidding record. Receiving no invitations will also reduce the possibility of a Child Care Operator feeling obligated and consequently bidding high simply to respond, while avoiding getting work.

Following the aforementioned process will allow the Board to invite only those Child Care Operators who are able to compete in the bidding process and to perform the work within the timelines required.

Mediation/Arbitration

If a dispute occurs between the Parties concerning any matter governed by the Pre-qualification agreement, the disputing Party shall promptly advise the other Party and the Parties together shall use all reasonable efforts to resolve the dispute.

Any dispute between the Parties arising out of or relevant to the Pre-qualification which cannot be resolved by the Parties shall be referred to mediation for mandatory Alternative Dispute Resolution, and a Mediator shall be selected from the list of approved Mediators of the Superior Court of Justice, Regional Municipality of York, and such mediation is to take place within thirty (30) days of such referral.

Any dispute between the Parties which cannot be resolved by such mediation shall be settled and determined by any court of competent jurisdiction, provided, however, that the Board reserves the right to submit such dispute for settlement and determination by arbitration pursuant to the Arbitration Act of Ontario (the "Act"), in which case the following provisions shall apply. Either Party may, at any time, give written notice to the other of its desire to submit such dispute to arbitration, stating with reasonable particularity the subject matter of such dispute. In the case of the Provider giving notice to the Board, if the Board does not consent to submitting such matter to arbitration, the Provider may refer such matter to a court of competent jurisdiction. If the Board generates the notice or if the notice is generated by the Provider and consented to by the Board, then the following provisions shall apply: Within five (5) business days after receipt of such notice, the Parties shall appoint a single arbitrator with appropriate experience to determine such dispute. If the Parties fail to appoint an arbitrator, either Party may apply to a Judge of the Superior Court of Justice to appoint an arbitrator to determine such dispute. The costs of the arbitration shall be paid by the Party as determined by the arbitrator, which jurisdiction shall include the determination of the costs to be paid by the unsuccessful Party. The award of the arbitrator shall be final and binding upon the Parties. Judgment upon the

award rendered by the arbitrator may be entered in any court having jurisdiction and enforced in the normal course.

The Provider agrees to indemnify and save harmless the Board and its respective servants, students and agents from against all manner of claims, demands and actions (including costs) which the Provider may sustain, incur or be liable for in consequence of the pre-qualification therein.

The laws of the Province of Ontario and the By-laws of the Region and Municipalities will govern in any dispute occasioned through the performance or non-performance of materials and/or workmanship resulting from their submission.

Board Rights during Pre-qualification

The Board reserves the right to terminate the pre-qualification in the event that our requirements change.

Appendix K – Signature Form**Bid# 2017-126-A**

The undersigned has read and understood the Scope of Work and specifications and all other terms and conditions of this Request for Pre-qualification and agrees to comply with all of the terms and conditions thereof, except as may be otherwise noted below. . The undersigned hereby confirms that the Applicant has disclosed all relevant facts, and agrees to supply the products or services and according to the timelines specified. These terms and conditions have been arrived at independently, and are in all respects fair and without collusion. This form must be signed by an individual with the authority to bind the Applicant.

The undersigned has received the following addenda #'s: _____
and are included in this Proposal.

The undersigned agrees to comply with the following exceptions (if additional space is required, attach a separate sheet):

| Page | Clause # | Heading | Applicant Response |
|------|----------|---------|--------------------|
| | | | |
| | | | |

| | |
|--|--|
| Legal name of Applicant: | |
| Type of legal entity: | |
| Street address: | |
| City, province, postal code: | |
| Name (please print): | |
| Title: | |
| Telephone number: | |
| Fax number: | |
| E-mail address: | |
| Date: | |
| Signature of authorized signing officer or individual: | |
| Title of authorized signing officer: | |

OR

The undersigned acknowledges the opportunity to submit a Proposal for the Request for Pre-qualification but declines to bid at this time for the following reasons:

Appendix M – Reference Forms

Applicant's Name: _____

Lists of Contracts for Work of a Similar Nature.

Each Applicant is requested to provide five (5) references from clients who have obtained similar products and/or services from the Applicant in the last five (5) years.

Reference #1

| | |
|--|--|
| Company Name: | |
| Company Address: | |
| Contact Name: | |
| Contact E-mail Address: | |
| Duration Date of Work | |
| Service Performed: | |
| Number of sites serviced with this contract: | |
| Annual Value of Work OR Value of Project: | |

Reference # 2

| | |
|--|--|
| Company Name: | |
| Company Address: | |
| Contact Name | |
| Contact E-mail Address: | |
| Duration Date of Work: | |
| Service Performed: | |
| Number of sites serviced with this contract: | |
| Annual Value of Work OR Value of Project: | |

Applicant's Name: _____

Reference # 3

| | |
|---|--|
| Company Name: | |
| Company Address: | |
| Contact Name | |
| Contact E-mail Address: | |
| Duration Date of Work: | |
| Service Performed: | |
| Number of sites serviced with this contract | |
| Annual Value of Work OR Value of Project: | |

Reference # 4

| | |
|---|--|
| Company Name: | |
| Company Address: | |
| Contact Name: | |
| Contact E-mail Address: | |
| Duration Date of Work: | |
| Service Performed: | |
| Number of sites serviced with this contract | |
| Annual Value of Work OR Value of Project: | |

Reference # 5

| | |
|---|--|
| Company Name: | |
| Company Address: | |
| Contact Name | |
| Contact E-mail Address: | |
| Duration Date of Work: | |
| Service Performed: | |
| Number of sites serviced with this contract | |
| Annual Value of Work OR Value of Project: | |

Appendix N – Agreement to Abide by the Established Process

The following rules must be observed to protect the integrity of the process:

- All communications, including requests for information, must be between only the Purchasing Services Contact and the representatives of each Applicant who have been authorized and designated for that particular purpose.
- Apart from the communications between the Vendor and the Purchasing Services Contact, there shall be no communication between any other Board staff and any other representatives of the Applicant, unless same takes place in a forum where all eligible Applicants are present, or had the opportunity to be present, such as a site meeting or other form of pre-bid meeting and there must be no giving of information with respect to the Request for Prequalification process and the final Contract.
- Any attempt on the part of any Applicant, or any of its employees, agents, or representatives to contact any persons other than the Purchasing Services Contact with respect to the Prequalification or any violation of the above requirements will be grounds for disqualification. The Owner(s) may, at their discretion, in addition to any other rights or remedies available at law, reject any potential or actual submission or Prequalification submitted by that Applicant.

Applicants must accept and agree to observe the contents of this “Agreement to Abide by the Established Process”, inform their staff thereof, and ensure their compliance.

This Agreement must be signed by a person who has the authority to bind the Applicant and be submitted with the Prequalification.

The undersigned accepts the terms of this Agreement.

Name of Applicant

Signature of Responsible Officer

Date

Title

Designated Representatives of the Applicant:

| Name | Title | Telephone/ e-mail |
|-------|-------|-------------------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

Appendix P - Conflict of Interest Statement and Declaration Form

Please complete Section A or B

Section A

I / WE hereby represent and warrant that, to the best of our knowledge and belief, no actual or potential conflict of interest exists with respect to the submission of the Request for Prequalification or performance of the contemplated Contract other than those disclosed hereunder. I / WE confirm that, where the Owner(s) discover I / WE have failed to disclose all actual or potential conflicts of interest, the Owner(s) may disqualify the undersigned from the Prequalification process. I / WE understand that, for the purposes hereof, "conflict of interest" also includes:

- in relation to the Request for Prequalification process, the undersigned has an unfair advantage or engages in conduct, directly or indirectly, that may give the undersigned an unfair advantage, including :
 - having or having access to information in the preparation of the undersigned's Prequalification that is confidential to the Owner(s) and not available to other Applicants;
 - communicating with any person with a view to influencing preferred treatment in the Prequalification process; or,
 - engaging in conduct that compromises or could be seen to compromise the integrity of the open and competitive process and render that process non-competitive and unfair; or,
- in relation to the performance of its contractual obligations in the Owner(s)' Contract, the undersigned's other commitments, relationships or financial interests:
 - could or could be perceived to exercise an improper influence over the objective, unbiased and impartial exercise of the Owner(s)' independent judgment; or,
 - could or could be perceived to compromise, impair or be incompatible with the effective performance of the undersigned's contractual obligations.

Name of Applicant

Signature of Responsible Officer

Date

Title

Section B

The Applicant and any of the key personnel involved in this Request for Prequalification must disclose any factors (e.g. family relationships) that would allow them to have a competitive advantage over the general public. The following is a list of situations, each of which may be or may be seen to be a conflict of interest:

Name of Proponent

Signature of Responsible Officer

Date

Title

The Owner(s) will review the above situations and will, at their unfettered discretion, decide whether to allow or disallow participation of the Proponent in this competitive process.

(Not to be included in bid submission, only applicable at time of award)

Appendix Li - Contract Agreement for (list specific products and/or services)

Between

**York Catholic District School Board
(hereinafter referred to as the “Board”)**

and

**Name of Operator
(hereinafter referred to as the “Operator”)**

Whereas: A) The Board wishes to purchase the products/services of the Operator for a specific purpose;

B) The Operator agrees to provide such products/services to the Board;

Now therefore in consideration of the mutual promises made in this Contract, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Purpose And Scope Of Work

The Operator agrees to provide to the Board the products/services as set forth in Request for Pre-qualification #?? (hereinafter referred to as the “Request for Pre-qualification”).

2. Term Of Contract

This Contract shall commence on or about _____ and terminate on _____. The term of this Contract is more specifically described on Key Details Summary of the Request for Pre-qualification.

Notwithstanding Clause above, this Contract may be cancelled as described in the termination clauses of the Request for Pre-qualification.

3. Value Of Contract

The Board agrees to pay the Operator as per the terms set out in the Request for Pre-qualification.

The Operator shall, unless otherwise expressly agreed in advance between the Operator and the Board, be responsible for all costs incurred in the performance of this Contract as identified in the Request for Pre-qualification.

4. Invoicing Instructions and Payment

Unless otherwise stated in the Request for Pre-qualification, the Operator shall submit invoices (single copy-not in duplicate) to the Accounts Payable Department, York Catholic District School Board, 320 Bloomington Road West, Aurora, Ontario L4G 0M1.

Invoices shall state detailed description of services rendered, i.e., date, time and location, applicable taxes, including the Operator's HST number, and any other information as may be requested by the Board.

The Operator will invoice the Board for products/services provided. Payment will be made (in accordance with the terms detailed in the Request for Pre-qualification) following receipt of the invoice subject to approval of the Board's authorized Representative.

5. General

Where applicable, the Operator is responsible for ensuring that all of its workers adhere to the terms and conditions of this Contract Agreement.

6. Entire Agreement

The Terms and Conditions as set out in the Request for Pre-qualification, including the Operator's Submission thereto, and any attachments or amendments, constitutes and expresses the whole of the Contract between the parties and may be altered or amended only in writing signed by the parties hereto.

Contract Agreement

Signed and agreed to this ____ day of _____ in the year 20__

Per: York Catholic District School Board

Signature

Name and position
I have the authority to bind the Board

Per: (Name of Operator)_____

Signature

Name and position (printed)
I have the authority to bind the Operator