REQUEST FOR PROPOSAL (RFP#12-26D) FOR:

Child Care Provider

For New Devonshire School

Issued By: River East Transcona School Division

Date of Issue: November 20, 2026
Submission Deadline: December 29, 2026, at 14:00:00 (UTC-05:00 Manitoba)

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Part 1 Introduction

1.0 Background

The River East Transcona School Division has a student enrollment of nearly 19,000; a staff complement of approximately 3,500; and 43 schools and 5 administrative buildings.

2.0 Purpose and Scope

The River East Transcona Division is seeking a qualified external Non-Profit Child Care (Child Care) provider to operate a new Child Care Centre at the new Devonshire school. The new attached facility paid for by Provincial capital funding is located at 35 Private Davy Drive in Winnipeg. The Child Care facility is designed to accommodate 104 early learning and childcare spaces consisting of 24 infants and 80 preschool spaces.

Square footage of premises: 9,000.

The space is scheduled to be operating approximately by the fall of 2027. The successful candidate will be required to enter into a rent/lease agreement to run and operate the facility considering the following criteria:

i. That a licensed Child Care be established by a non-profit provider who has proven expertise in the field.

ii. That the Child Care only charges maximum regulated fees and offers as many services and programs as possible to the diverse needs of the School Division community as a priority.

iii. That there be established a transparent, fair mechanism for the allocation of Child Care spaces to the various stakeholder groups considering firstly the School Divisions order of priority of access at this site.

iv. That the external provider be responsible for all administrative and financial obligations with respect to the operations of the Child Care.

The initial term shall be for one (1) year, commencing approximately in fall of 2027. The Initial Term of may be renewed annually for successive renewal terms of one (1) Lease Year each thereafter by mutual agreement.

3.0 Specifications

Detailed **submission criteria** of this RFP is set out in **Part 6.**

Operating Costs: The Child Care Provider shall pay certain direct operating costs associated with the centre including telephone and internet services and the security system and shall provide, replace and repair their furnishing and equipment as required for their operation. The successful provider shall be responsible for and shall pay promptly the total cost of all utilities supplied to the Premises. The provider shall maintain the facility in good repair providing its own caretaking and custodial services for the Premises to the same standards as those provided in School by the Division

An annual rental fee shall be charged by the Division based upon a formula considering the Division's previous years' operating costs divided by the total square feet of buildings in the division and prorated to the specific child care facility in this RFP. The rate will be inclusive of water/sewer, electricity, gas, general maintenance, common area janitorial services, and grounds maintenance including snow removal.

The School Division will undertake annual reviews with the successful Child Care provider for the purpose of contract review and service evaluation.

Successful Provider shall be responsible for all money collection, tax remittance and insurance claims for services rendered. Provider must maintain adequate accounting records indicating the volume, types of services and the fees collected. The records must be available for School Division audit if deemed necessary or required by law.

4.0 Definitions

Where used in this RFP and in the other documents that form part of the Contract:

"Bid" means the Bidder's written submission in response to this RFP and shall include all bid documents that must be completed or provided in order to constitute a responsive Bid.

"Bidder" means an individual, partnership, corporation or other person who submits a Bid in response to this RFP.

"must", "shall", "requires" or "required" means something is mandatory. If a Bid does not contain or comply with a mandatory element, the Bid will be rejected and not evaluated further.

"RFP" means this Request for Proposal and all addenda that may be issued in respect of the RFP prior to the submission deadline.

"Work" means all activities, goods, services, materials or equipment and things required to be done, delivered or performed by the Vendor under the Contract as more particularly described in this RFP.

"should" or "desired" means something is desirable but not mandatory. If a Bid does not contain or not comply with a desirable element, the Bid will not be rejected and will be evaluated, but the Bid may be given a lower rating (where applicable) because of the omission.

"**Specifications**" are that portion of the contract documents, wherever located and whenever issued, consisting of the written requirements and standards for the Work and the procedures for determining whether the requirements and standards have been met, and includes the documents identified in Part 6 of this RFP.

"Submission Deadline" means the date and time set out on the title page of this RFP or any amendment to that date and time made by RETSD by way of addendum prior to that date and time.

"Vendor" means the Bidder, if any, selected by RETSD supply goods or services or both to RETSD.

"RETSD" means River East Transcona School Division

5.0 Sustainability

RETSD recognizes that the purchasing decisions made can have an impact on the sustainability of the province's communities and environment. Accordingly, this means that purchases are to be based on:

- careful consideration of the impact of the goods, materials or services on the environment, economy, and human health and well-being.

- consideration of market factors, such as specifications, product delivery consolidations, efficient logistics, proper route planning, no idling of vehicles during product delivery, and use of fuel-efficient delivery vehicles; and

- preference being given to service providers with established sustainable delivery strategies and environmentally preferable goods and materials whenever they perform satisfactorily and are available at a reasonable price.

For additional information please refer to *The Sustainable Development Act*, C.C.S.M. c. S270 (http://web2.gov.mb.ca/laws/regs/annual/2004/004.pdf)

Part 2 Bidder's Instructions

1.0 Submission Address and Deadline

A hard copy and a digital copy of the bid **must** be received at the Submission Address as set out on the title page of this RFP by no later than the Submission Deadline. **Bids received after the Submission Deadline will not be accepted and will be returned to the Bidder.**

RETSD may extend the Submission Deadline by issuing an addendum at any time prior to the Submission Deadline or prior to the date and time previously specified in any addendum extending the Submission Deadline.

It is solely the Bidder's responsibility to ensure that their Bid and all attachments are received at the Submission Address prior to the Submission Deadline.

2.0 Submission Methods

Both A and B are required:

A. Bids, two (2) printed copies should be submitted in a sealed envelope and sent by mail or delivered personally, or by courier to the Submission Address. The envelope should be clearly marked with the RFP number, the Submission Deadline and the Bidder's name and return address.

B. All bidders are required to request via email a private shareable link for digital submission. Send request to zvanrooyen@retsd.mb.ca

Faxed or emailed submissions will not be accepted.

3.0 Inquiries

All inquiries related to this RFP **must** be directed, in writing, to:

Zena Van Rooyen
Secretary-Treasurer Department
589 Roch St.
Winnipeg, MB R2K 2P7
Telephone 204-667-7130
Email Address: zvanrooyen@retsd.mb.ca

Inquiries should be received no later than December 9th, 2026. If an inquiry is received later than that inquiry deadline date, RETSD may respond but is not obligated to provide a response.

If a Bidder has sent an inquiry and has not received any acknowledgement, the Bidder should follow up with RETSD. In any event, RETSD is not responsible if a Bidder's inquiry does not reach RETSD by the requisite date shown above.

Only information provided in writing by the RETSD contact above will be binding on RETSD. Information provided verbally will not be binding on RETSD.

If RETSD, in its sole discretion, determines that an inquiry will be of interest to all Bidders, it will be communicated in writing to all Bidders. The source of the inquiry will be kept confidential.

4.0 Bid Content

It is not a requirement to return the entire RFP document.

The Bid **must** consist of the following documents:

4.1 Appendix A: Bid Form (complete Part 7), and Appendix B: Submission Checklist (complete Part 8)

Bidders **must** complete and submit the provided Bid Submission Appendix A: Bid Form and Appendix B: Submission Checklist) of this RFP. The Bid Submission Appendix A Bid Form **must** be signed by a representative of the Bidder with the authority to bind the Bidder.

4.2 Additional Bid Documents

Bidders **must** submit the following documents with their Bid at Submission Deadline

a) Insurance Certificate

b) Workers Compensation

c) References

5.0 Amendment or Withdrawal of Bid

Bidders may amend Bids submitted in response to this RFP prior to the Submission Deadline by submitting an amendment clearly identifying the change or by submitting a new Bid that clearly indicates that it is to replace the Bid previously submitted by the Bidder.

Bidders may withdraw a Bid by submitting a request to withdraw in writing to RETSD by no later than the Submission Deadline.

All amendments to, or requests to withdraw a submitted Bid must be in writing submitted to RETSD at the Submission Address. All such amendments or requests must be signed by the Bidder or an authorized representative of the Bidder who has the authority to bind the Bidder.

Any amendment or request to withdraw received after the Submission Deadline will not be accepted.

It is solely the Bidder's responsibility to ensure that any amendment or request to withdraw is received at the Submission Address prior to the Submission Deadline.

Part 3 Conditions of RFP and Bid

By submitting a Bid, the Bidder agrees to the following terms and conditions:

1.0 Bid Ownership and Confidentiality

Bids, once submitted, become the property of the River East Transcona School Divisions. All Bids will be kept in confidence by RETSD subject to such disclosure as may be required for internal approvals and process or under the provisions of *The Freedom of Information and Protection of Privacy Act or The Personal Health Information Act* or other law, or to satisfy a court order.

2.0 Bid must be Unconditional

No Bid will be considered that is in any way conditional or that proposes to impose conditions on RETSD that are inconsistent with the requirements of this RFP and the terms and conditions stipulated herein.

3.0 Cancellation of RFP

RETSD may cancel this RFP at any time, with no liability whatsoever to any Bidder.

4.0 No Obligation to Accept a Bid/Award Contract

The submission of a Bid, the receipt of a Bid by RETSD, the opening of a Bid, the evaluation of a Bid, and the determination of the top ranked Bidder or any one of these is not acceptance in any way whatsoever of the Bid. A Bid is not, in any way, a unilateral contract. A Bid is an offer by the Bidder to RETSD to perform the Work as set out in this RFP. RETSD, in its entire discretion, may accept or reject all or part of a Bid. RETSD is under no obligation to accept any Bid or to select the Bid offering the lowest price for the Work.

Without limiting the generality of the foregoing, RETSD will have no obligation to accept a Bid where:

- the prices exceed the available funds for the work
- the prices are materially in excess of the prices received for similar work in the past
- the prices are materially in excess of RETSD's cost to perform the work or a significant portion thereof, with its own forces
- only one Bid is received
- if, in the judgment of RETSD, the interests of RETSD would be best served by not accepting any Bid

5.0 Right to Reissue RFP

RETSD reserves the right to reissue the RFP where, in RETSD's sole opinion, none of the Bids submitted in response to the RFP warrant acceptance or where it would not be in the best interests of RETSD to accept any of the Bids.

6.0 No Conflict of Interest

In submitting a Bid, the Bidder declares and represents that the Bidder does not knowingly have a conflict of interest related to the performance of the work by the Bidder. If the Bidder is in doubt as to whether individuals or circumstances give rise to a conflict of interest, the Bidder should consult with the person identified in Part 2, Section 3.0 of this RFP prior to submitting a Bid. RETSD may reject any Bid if RETSD, in its sole discretion, determines that an actual or potential conflict of interest exists.

7.0 Cost of Bid

Bidders are responsible for all costs incurred by them in preparing and submitting Bids.

8.0 Irrevocable

This Bid becomes irrevocable on the submission deadline and is open for acceptance for (90) ninety days after the submission deadline.

Part 4 Bid Evaluation and Award

1.0 Evaluation Process

1.1 Step 1: Determining Bid Compliance (pass/fail)

Bids must meet all the mandatory requirements of the RFP to be considered compliant and proceed to the next step of the evaluation process. It is the Bidder's responsibility to ensure that it meets all the mandatory requirements of this procurement. (Use of the words "must", "shall", "requires" or "required" means something is mandatory.) If the Bidder fails to satisfy the mandatory requirements, its Bid will be rejected and receive no further consideration.

MANDATORY REQUIREMENTS INCLUDE:	PASS/ FAIL
Bid Received Prior to Submission Deadline	
Bid Package, including the following: • Appendix A: Submission Bid Form (Part 7), **completed and signed** • Appendix B: Submission Checklist (Part 8) • Submission Content (Part 6)	
Proof of Insurance Certificate	
Proof of Workers Compensation	
Four (4) references as specified	

1.2 Step 2: Bid Evaluation

Bid evaluation will be based on the Bidder's capacity to perform the work. If RETSD decides to accept a Bid, it will accept the Bid that, in RETSD's sole discretion, is the best overall Bid when evaluated in accordance with the following primary objective of establishing a licensed, non-profit Child Care with services and programs that meet the needs of the School Division and its community.

2.0 Conduct of Evaluation

Proposals will be reviewed and evaluated by a School Division established team who will evaluate each submission according to but not limited to the submission criteria. References may be checked at this time and Child Care providers may be asked to attend a meeting.

As part of its evaluation, RETSD may, in its sole discretion, request:

a) specific information with respect to the Bidder's legal status, including proof that the Bidder is incorporated or otherwise properly registered to carry on business in the Province of Manitoba;

b) clarification or verification from the Bidder regarding any or all information provided by them with respect to the RFP;

c) any other information or documents as may be required by RETSD or the RFP.

Bidders will have the number of business days specified in the request by RETSD to comply with any request related to the above items. Failure to comply with the request may result in the disqualification of the Bidder and the rejection of its Bid.

3.0 Acceptance of Bid

If RETSD decides to accept a Bid or part of a Bid, it will accept the Bid that, in RETSD's sole opinion, is the best overall Bid when evaluated in accordance with the criteria identified.

If RETSD decides to accept a Bid or part of a Bid, it will signify its conditional acceptance by preparing and forwarding to the top ranked Bidder an acceptance letter.

RETSD reserves the right not to award any contracts as a result of issuing this RFP if, in the opinion of the School Division, the bids do not meet the criteria identified.

This RFP does not form a contract and the River East Transcona School Division is under no obligation to receive further information or participate in discussions as a result of issuing this RFP.

RETSD's acceptance of a Bid is conditional upon the top ranked Bidder submitting the following documents after receiving the conditional acceptance letter:

a) **Certificate of Insurance**: a certificate of insurance satisfactory to RETSD, as written evidence of the required insurance covering the Work to be provided under the Contract, with minimum coverage as identified in the General Terms and Conditions; and

b) **Worker's Compensation**: Where the Bidder's industry is included in the scope of *The Worker's Compensation Act* (Manitoba) C.C.S.M. c. W200 and the Bidder **must** maintain coverage under that Act, a clearance letter from the Worker's Compensation Board of Manitoba that the Bidder's workers compensation coverage is in good standing with the Board. The clearance letter **must** be dated no earlier than the date the Bidder receives the conditional acceptance letter. A clearance letter can be generated through the following website: http://www.wcb.mb.ca/clearances.

or

Where the Bidder's industry is included in the scope of *The Worker's Compensation Act* (Manitoba) C.C.S.M. c. W200 but the Bidder is exempt, the Bidder **must** provide a statement indicating that it is exempt and the reason(s) for the exemption.

Subject to the foregoing conditions having been met, RETSD will prepare a formal agreement signed and sealed by both RETSD and the Vendor and shall constitute the Contract with no further documentation required to bind the parties.

The Vendor must not start to perform the Work until the above noted conditions have been fulfilled by both parties.

Part 5 General Terms and Conditions

In addition to any specific requirements that must be met in performing or delivering the Work as provided elsewhere in this RFP, the following terms and conditions shall apply to the parties to the Contract and the Work.

1.0 Definitions and Interpretation

1.1 The Contract shall constitute the entire agreement between RETSD and the Vendor. There are no representations, warranties, covenants, or agreements other than those contained in the Contract.

1.2 In the event of conflicts between portions of the Contract, the following order of precedence shall apply:

a) the signed Bid Package (Submission Bid Form, Checklist and Submission Content)

b) these General Terms and Conditions;

c) the Specifications;

d) the Bid.

2.0 Contract Period

2.1 The contract shall be for a fixed period of one (1) year, with one (1) year renewal term option for renewal by mutual agreement and thereafter as mutually agreed upon.

The contract is anticipated to commence on September 1, 2027.

3.0 Work to Be Provided

3.1 The Vendor agrees to provide the Work on the terms and conditions set out in the Contract.

3.2 The Contract shall not be construed as guaranteeing that any that any Work will be ordered by RETSD. Work under the Contract will be requested on an “as and when requested” basis, at the discretion of RETSD.

3.3 RETSD and the Vendor agree that any work performed by the Vendor outside the scope of the Contract without the prior written approval of RETSD shall be deemed to be gratuitous on the Vendor’s part, and RETSD has no liability with respect to such work.

3.4 The Bidder agrees that no Work shall be performed until the Bidder is in receipt of a notice of award issued from RETSD authorizing the commencement of Work.

4.0 Delivery

4.1 Time is of the essence, and the Work must be fully performed as specified in the Contract. No change in performance will be permitted without RETSD's written consent. No acceptance of the Work after the scheduled performance dates constitutes a waiver by RETSD of any term or condition that requires the Vendor to perform at a future date.

5.0 Inspection and Acceptance

5.1 All the Work shall be subject to inspection and acceptance by RETSD. Inspection and acceptance of the Work by RETSD does not relieve the Vendor of its responsibility for defects or other failures of the Work to meet the requirements of the Contract.

5.2 If RETSD determines that the Work or any part thereof is defective or deficient, RETSD shall have the right to do any one or more of the following in addition to anything permitted elsewhere in the Contract or by law:

(a) if RETSD determines that the Work is defective, deficient or otherwise does not comply with the requirements of the Contract, RETSD may direct the Vendor to repair, reconstruct, replace or otherwise remedy the defect or deficiency;

(b) if RETSD determines that it is not expedient to correct defective or deficient Work, RETSD may deduct from the Vendor's fees the difference between the value of the Work as done and that called for by the Contract, the amount of which shall be determined by RETSD.

5.3 The Work remains at the risk of the Vendor until it has been satisfactorily inspected and accepted by RETSD.

6.0 Representations and Warranties of the Vendor

6.1 The Vendor represents and warrants that:

(a) the Vendor possesses the necessary personnel, skills, expertise and experience to perform the Work in accordance with the provisions of the Contract;

(b) the Vendor understands RETSD's requirements under the Contract and will be able to satisfy these requirements;

(c) if the Vendor is a corporation:

(i) it is a valid and existing corporation, duly registered under the laws of Canada to carry on business in Manitoba;

(ii) it has the corporate power and authority to enter into and deliver, and perform the obligations of the Vendor under the Contract;

(iii) all necessary corporate actions or other proceedings have been taken to authorize the Vendor to enter into and deliver, and perform the obligations of the Vendor under the Contract; and

6.2 The Vendor acknowledges that RETSD has entered into the Contract relying on the above representations and warranties. The Vendor agrees to advise RETSD of any event, condition or circumstance occurring during the term of the Contract that would make a representation or warranty made in untrue or misleading if the Vendor were required to make it at the time of the occurrence.

7.0 Performance of Vendor's Obligations

7.1 The Vendor agrees:

a) that the Work shall be performed by the Vendor's personnel identified in their Bid (or provided to RETSD upon request), unless RETSD agrees otherwise in writing;

b) that the personnel mentioned in clause 8.1(a) shall devote the time, attention, abilities and expertise necessary to properly perform the Vendor's obligations under the Contract;

c) to perform all obligations and provide the Work in a professional manner satisfactory to RETSD;

d) to provide the supervision, training, equipment and all other things necessary for the performance of the Work to the satisfaction of RETSD;

e) to comply with all reasonable directions and requests of RETSD; and

f) to comply with, and to perform the Work in accordance with all applicable laws and regulatory requirements, whether federal, provincial or municipal.

7.2 Whenever the Work is to be performed on RETSD's premises or on premises under RETSD's control, the Vendor must comply with RETSD's work and safety rules, and must require its employees, officers, and agents to so comply. RETSD has the right to exclude personnel from RETSD's premises who do not comply with such rules, and at RETSD's option, terminate the Contract if the Vendor or its employees, officers, or agents fail to comply with this provision.

8.0 ~~Prices, Invoicing and Payment – this section not applicable.~~

9.0 Reporting, Record keeping

9.1 The Vendor agrees to provide written reports, satisfactory in form and content to RETSD, with respect to the provision of the Work, on monthly or as may be requested by RETSD from time to time.

9.2 The Vendor shall establish and maintain during the term of the Contract, such accounting and other records as are necessary for the proper management of the Work.

9.3 RETSD may request additional information about the ownership and control of the Vendor

at any time during the term of the Contract. The Vendor agrees to promptly provide the requested information.

10.0 Publication of Contract Award Information

10.1 The Vendor agrees that RETSD may publish certain information related to the Contract. The Vendor agrees to the disclosure of the following information included in the Contract:

a) a description of the goods or services procured;

b) the Vendor's the name and address; and

c) the value of the Contract, which may include the disclosure of the Vendor's unit prices or rates.

10.2 The Vendor further agrees that it will have no claim against RETSD or its officers, employees or agents, in relation to such disclosure or publication.

11.0 Confidential Information

11.1 While the Contract is in effect, and at all times thereafter, the Vendor and any officers, employees or agents of the Vendor:

(a) shall treat as confidential all information, documents and materials, including (without limitation) all data, research, reports, drawings, designs, plans, photographs and other materials, acquired or to which access has been given in the course of, or incidental to, the performance of the Work or terms of the Contract;

(b) shall not, without first obtaining written permission from RETSD;

I. use, or permit use of, the information, documents and materials described in clause 12.1(a) except for the proper performance of the Vendor's obligations under the Contract; or

II. disclose, or permit disclosure of, the information, documents and materials described in clause 12.1 to any person, corporation, or organization; and

(c) shall comply with any rules or directions made or given by RETSD with respect to safeguarding or ensuring the confidentiality of the information, documents and materials described in clause 12.1

11.2 It is acknowledged that the prohibition against disclosure, shall not apply where disclosure is required by law or court order or for law enforcement purposes.

12.0 RETSD Not Liable

12.1 RETSD shall not be liable for any injury to the Vendor, or to any officers, employees or agents of the Vendor, or for any damage to or loss of property of the Vendor, or of the officers, employees or agents of the Vendor, caused by or in any way related to the performance of the Work or the terms of the Contract.

12.2 Subsection 13.1 does not apply if the injury, damage or loss was caused by the wrongful or negligent act of an officer or employee of RETSD acting within the scope of his or her employment.

13.0 Indemnity

13.1 The Vendor shall use due care in the performance of the obligations under the Contract to ensure that no person is injured, no property is damaged or lost and no rights are infringed.

13.2 The Vendor shall be solely responsible for:

a) any injury to persons (including death), damage or loss to property or infringement of rights caused by, or related to, the performance of the Work or any term of the Contract, or the breach of any term or condition of the Contract by the Vendor, or the officers, employees, or agents of the Vendor; and

b) any omission or wrongful or negligent act of the Vendor, or of the officers, employees, or agents of the Vendor;

and shall save harmless and indemnify the school division its officers, employees and agents from and against all claims, liabilities and demands with respect to clauses (a) and (b).

14.0 Insurance

14.1 The Vendor agrees to obtain and maintain, at its cost, throughout the term of the Contract:

a) Errors and omissions insurance covering all professional or technical services provided by the Vendor, or any of its officers, employees, or agents. The coverage shall not be less than be two (2) million dollars **($2,000,000) for Automobile Insurance** and limits not less than two (2) million dollars per claim and in the aggregate **($2,000,000) for comprehensive General Liability** and shall be underwritten by insurers acceptable to RETSD. The policy should not contain an abuse exclusion. The successful Vendor will be expected to abide by the River East School Division's Insurance Policy Requirements as required from time to time.

14.2 Without limiting or restricting such insurance shall:

(a) name RETSD, its officers, employees and agents as additional insureds with respect to the Work provided under the Contract;

(b) require the insurer to give RETSD at least thirty (30) days prior written notice if it intends to cancel or significantly reduce the coverage under the policy.

14.3 The Vendor agrees that it will not cancel, materially alter, cause, or allow the insurance coverage required under the Contract to lapse without giving 30 days prior written notice to RETSD.

14.4 The Vendor acknowledges that it has the sole responsibility to determine the appropriate amount and terms of insurance coverage required.

14.5 If RETSD requests the Vendor to do so at any time during the term of the Contract, the Vendor must submit to RETSD a certificate of insurance for itself evidencing the required insurance.

14.6 The Vendor must not do or omit to do anything or permit anything to be done or not to be done which will in any way impair or invalidate its insurance coverage.

NOTE: The Vendor must provide a Certificate of Insurance to RETSD as evidence than all insurance coverages are valid prior to contract start date.

15.0 Workers Compensation

15.1 Where the Vendor's industry is included in the scope of *The Workers Compensation Act* (Manitoba) C.C.S.M. c. W200 and the Vendor is required under the Act to maintain coverage:

(a) the Vendor shall be registered with the Workers Compensation Board of Manitoba; and

(b) shall provide and maintain in good standing workers compensation coverage throughout the term of the Contract.

15.2 At the written request of RETSD, at any time during the term of the Contract, the Vendor must provide RETSD with evidence, in a form satisfactory to RETSD, of coverage and standing.

16.0 Restriction on Other Work and Advertising

16.1 While the Contract is in effect, the Vendor and any officers, employees or agents of the Vendor shall not perform services or deliver goods to any other person, firm, corporation, or organization in any manner which might interfere or conflict with the Vendor's performance of its obligations or undertakings under the Contract.

16.2 The Vendor must not refer to, or permit any reference to, the Contract or the Work in any advertising or promotional material except with the prior written authorization of RETSD.

17.0 Additional Locations and Services

17.1 By written agreement between RETSD and the Vendor, the contract may be amended to include additional services and/or add or delete locations as necessary through the duration of the contract.

18.0 Suspension or Extension

18.1 RETSD may, at its sole option, from time to time, delay or suspend Work being provided under the Contract, in whole or in part, in writing for such period of time as may, in the opinion of RETSD, be necessary.

18.2 RETSD may, at its sole option, extend the time in which the work is being performed in writing, if necessary, by reason of circumstances beyond the control of the Vendor or through no fault of the Vendor.

19.0 Termination

19.1 RETSD may, in its sole discretion, immediately terminate the Contract in writing if:

(a) the Vendor fails to properly fulfill, perform, satisfy, and carry out each and every one of its obligations under the Contract; or

(b) the Vendor fails or refuses to comply with a verbal or written request or direction from RETSD within 30 days of receiving the request or direction; or

(c) the Vendor becomes bankrupt or insolvent or liquidates; or

(d) a receiver, trustee or custodian is appointed for the assets of the Vendor, or any partner thereof; or

(e) the Vendor or any partner thereof makes a compromise, arrangement, or assignment with or for the benefit of the creditors of the Vendor or of that partner, as the case may be; or

(f) the Vendor fails to secure or renew any license or permit for the Vendor's business required by law; or any such license or permit is revoked or suspended; or

(g) the Vendor or any partner, officer or director of the Vendor is found guilty of an indictable offence; or

(h) the Vendor fails to comply with any law or regulation relating to the employment of its employees; or

(i) the Vendor at any time engages in any activities or trade practices which, in the opinion of RETSD, are prejudicial to the interests of RETSD; or

(j) there is a breach of any provision of the Contract.

19.2 RETSD may, in its sole discretion, terminate the Contract at any time by giving at least thirty (30) days written notice to the Vendor prior to the intended termination date.

19.3 Upon the expiry or earlier termination of the Contract, the Vendor shall cease to perform any further Work. RETSD shall be under no obligation to the Vendor other than to pay, upon receipt of an invoice and supporting documentation satisfactory to RETSD, such compensation as the Vendor may be entitled to receive under the Contract for Work completed to the satisfaction of RETSD up to the effective date of termination.

20.0 Ownership of Information

20.1 All information, documents and materials, including (without limitation) all data, research, reports, drawings, designs, plans, photographs and other materials, discovered or produced by the Vendor, or any officers, employees or agents of the Vendor, in the performance of, or incidental to the performance of the Work or the terms of the Contract, and all intellectual property rights therein (including, without limitation, all copyright, patent, trade mark rights), shall be the exclusive property of RETSD, and shall be delivered or assigned without cost to RETSD upon request.

20.2 The Vendor shall waive the Vendor's moral rights under the Copyright Act (Canada) in the information, documents and materials described in subsection 20.1 in favour of RETSD, and shall execute any additional documents, in a form satisfactory to RETSD, which may be required to evidence this waiver. Upon RETSD's request, the Vendor further agrees to obtain from each of its officers, employees, and agents written waivers, in a form satisfactory to RETSD, of all their moral rights in such information, documents and materials in favour of RETSD.

20.3 During the term of the Contract, and at all times thereafter, the Vendor, and any officers, employees or agents of the Vendor, shall not use, publish or disclose any information, documents and materials, including (without limitation) all data, research, reports, drawings, designs, plans, photographs and other materials, discovered or produced by the Vendor, or the officers, employees or agents of the Vendor, in the provision or delivery of, or incidental to the provision or delivery of, the Work or the terms of the Contract without first obtaining written permission from RETSD.

21.0 Independent Contractor

21.1 The Vendor is an independent contractor, and the Contract shall not create the relationship of employer and employee, or of principal and agent, between RETSD and the Vendor or between RETSD and any officers, employees or agents of the Vendor.

21.2 The Vendor shall be responsible for any deductions or remittances, which may be required by law.

21.3 In the event it is determined that the Vendor is not an independent contractor and that the Contract creates the relationship of employer and employee between RETSD and the Vendor, the Vendor agrees to be solely responsible and to save harmless and indemnify

RETSD, its officers, employees and agents from and against all claims, liabilities, orders, costs and demands resulting from such a determination, to the extent that such an indemnity is not prohibited by law. Should such a determination be made, the Vendor agrees that any amount RETSD has paid to the Vendor under the Contract shall constitute an all-inclusive payment of the Vendor's wages, vacation pay, overtime pay, benefits or other remuneration whatsoever, regardless of the day of the week on which the Work was performed or the number of hours worked in a day or week.

22.0 Assignment

22.1 The Vendor shall not assign or transfer the Contract or any of the rights or obligations under the Contract without first obtaining written permission from RETSD. RETSD may, in its sole discretion, refuse to grant such permission.

23.0 Amendments

23.1 No amendment or change to, or modification of, the Contract shall be valid unless in writing and signed by both parties.

24.0 Governing Law

24.1 The Contract shall be interpreted, performed and enforced in accordance with the laws of the Province of Manitoba and of Canada as applicable therein.

25.0 Audit

25.1 The School Division, reserves the right to audit the financial records, meeting minutes and administrative and operational practices of the provider’s operations at any time.

26.0 References

When requested in this proposal, references must include the contact name, phone number and other contact information. The School Division reserves the right to contact those references, other industry sources and known users at its discretion.

PROTECTION OF PERSONAL INFORMATION

Definition of personal information

1.01 In this Appendix and in the Contract, "personal information" has the meaning given to that term in *The Freedom of Information and Protection of Privacy Act* of Manitoba (C.C.S.M. c. F175), and includes:

- personal information about an identifiable individual which is recorded in any manner, form or medium; and
- personal health information about an identifiable individual as defined in The Personal Health Information Act of Manitoba (C.C.S.M. c. P33.5).

These statutory definitions are attached at the end of this Appendix.

1.02 The requirements and obligations in this Appendix:

(a) apply to all personal information received, collected or otherwise acquired by the Vendor in the course of carrying out its obligations under the Contract, in whatever manner, form or medium;
(b) apply whether the personal information was received, collected or acquired before or after the commencement of the Contract; and
(c) continue to apply after the termination or expiration of the Contract.

Collection of personal information by the Vendor

1.03 The Vendor recognizes that, in the course of carrying out its obligations under the Contract, the Vendor may receive personal information from RETSD and may collect, acquire, be given access to and may otherwise come into possession of personal information about individuals.

1.04 Where the Vendor receives, collects, acquires, is given access to or otherwise comes into possession of personal information, the Vendor shall collect only as much personal information about an individual as is reasonably necessary to carry out the Vendor's obligations under the Contract.

Part 6 Submission Content and Criteria

This Part 6 sets out the applicable specifications and submission content criteria

Submission Content and Criteria

All proposals are to be of a presentation format that includes the following instructions, headings and responses to the following criteria in numerical order (1-17):

1. **Attach Cover Page Appendix A to the submission document as page 1**
2. **Attach Submission Check List Appendix B as page 2**
3. **Formal Organization information:**
   i. The provider must provide the parent company name address and formal business registration information.
   ii. The legal names and site / location addresses of <u>all</u> current Child Care operations that are currently operated by this business (if applicable)
   iii. A statement detailing the years of operation of each Child Care location.
   iv. The number of staff and occupation for each Child Care location
4. **Statement of philosophy.** The provider must state what their philosophy is toward early childhood education, how they envision their partnership with the school will operate and how cooperation with the school's community, parents and early childhood programs might work.
5. **The complement of services proposed**. There should be a variety of high-quality programs that can meet the various needs of children. There must be a detailed explanation of the programming that will be offered at this centre for infants (0 to 24 months), toddlers (18 months to 3 years), pre-school (2 to 5 years).
6. **A statement of your organization's mission.** Please include your organization's mission and provide practical examples of how this mission is accomplished.
7. **Business Record**: The Provider must be able to demonstrate a successful track record of offering similar services. Please provide your organization's history, details of your current centre(s), management experience/credentials, and a list of board members and directors and include a proposed budget for this centre.
8. **Financial Stability:** the provider is required provide a minimum of two years of financial statements for the organization.

9. **Communication**: Provide descriptions and / or examples of communication such as newsletters and bulletins that you have or will provide to the public on the operation of your organization.

10. **Hours and Months of Operation:** The Provider shall maintain a schedule that meets the needs of parents, matching or exceeding the hours and flexibility of the schedule as follows: 7:30 a.m. – 6:00 p.m., Monday through Friday, throughout the year, except statutory holidays. The Provider must indicate what the hours of operation of this centre will be.

11. **Staffing Ratios and Requirements**: In the childcare industry, staffing can be an issue. What strategy does the Child Care provider have in place to deal with recruiting and retaining high quality childcare staff? The provider shall meet or exceed proportion of trained staff, staffing ratios and requirements for infants, toddlers and preschool children as specified in the provincial Child Care regulations. Staffing should reflect the community population. The Provider must be prepared to provide detailed answers to these questions in an interview or upon request.

12. **Health and Safety**: The Provider shall enforce health and safety standards that are consistent with Provincial regulations in such areas as safe work procedures, administration of medications and emergency information forms. The provider must provide their Work Place Health and Safety plan proposed for this centre and include a description on how staff members will receive new employee orientation and on-going training as required under Work Place Health and Safety legislation.

13. **Sign-in and Sign-out Procedures**: The Provider shall maintain sign-in and sign-out procedures in accordance with Provincial requirements. The provider must detail what their Sign-in and Sign-out procedures will be for this centre.

14. **Staff Development**: The Provider shall detail in their response what professional development opportunities they provide to staff.

15. **Fee Schedule**: The Provider shall detail the daily fees they will charge to parents. In addition, the Provider should also identify any other allowable optional fees that may be charged to parents.

16. **Enrolment/Waiting List**: The Provider shall review the RETSD Division's priority access requirements:

    In order to provide the greatest benefit to the school community and the River East Transcona School Division tenants operating community programs in school buildings will be required to accept the following priority of approvals for participation in their programs as a condition of occupancy of the school building:

    a. Students of the school building

    b. Siblings of students attending the school building

c. *Parents and relations living in the same home as the students attending the school building*

d. *Ratepayers of the River East Transcona School Division*

e. *Children of employees employed in the school building*

f. *Children of employees employed in the River East Transcona School*

g. *General community at large.*

Considering these requirements, provide details on the process the centre will use to maintain its waiting list. The provider must also provide details of enrolment policies it maintains with respect to currently enrolled children, siblings and part-time care.

17. **Parent Involvement**: The Provider shall provide details on the type of parent involvement that will be provided at this centre and if applicable at centres that they are currently operating.

18. **Reviews**: The Division may require the successful Provider to participate in an evaluation to satisfy the Division that the Provider is meeting the commitments submitted in this RFP.

19. **References**: A minimum of four (4) references must be provided at least one from each of the following categories:

i. client references,

ii. parent references,

iii. professional references (e.g. Manitoba Child care Association),

iv. Bank reference.

The references must include a contact name, organization name (if applicable), address and daytime contact phone number(s).

Part 7 APPENDIX A: Submission Bid Form

Contract Title CHILDCARE PROVISION – New Devonshire School

Bidder

Name of Bidder: _____

Business Name: _____

Street: _____

City: _____

Province: _____

Postal Code: _____

Email Address of Bidder: _____

The Bidder hereby authorizes the following contact person to represent the Bidder for the purposes of the Bid.

Contact Person:

Name of Contact: _____

Title: _____

Phone Number: _____

Email Address of Contact: _____

We have carefully examined the RFP for Child Care Provider for New Devonshire School in the River East Transcona School Division. Enclosed is our submission to provide services for the above project.

Signature(s) of Bidder or Bidder's Authorized Official or Officials

_____ _____

Printed Name Signature (I have the authority to bind the Bidder)

_____

Date

_____ _____

Printed Name Signature (I have the authority to bind the Bidder)

Part 8 Appendix B: Submission Checklist

Submission Requirements	Yes/No	Notes
1. Organization name, address and formal business registration information		
2. The legal names and site/location addresses of all current Child Care operations that are currently operated by this non-profit organization if applicable.		
3. A statement detailing the years of operation of each Child Care location		
4. The number of staff and occupation for each Child Care location		
5. Statement of philosophy		
6. The complement of services proposed		
7. A statement of your organizations mission		
8. Organization Record including board of directors		
9. Two years of financial statements for the organization		
10. Examples of communications (Newsletters etc.)		
11. Hours and months of operation		
12. Staffing ratios and requirements		

Submission Requirements	Yes/No	Notes
13. Health and Safety Plan and statement		
14. Sign-in and Sign-out Procedures		
15. Staff Development statement		
16. Fee Schedule		
17. Enrolment/Waiting List statement		
18. Parent involvement statement		
19. References		
20. Client References		
21. Parent References		
22. Professional References (Manitoba Child Care Association etc.)		
23. Bank Reference		