

Request for Proposal

RFP No. SSI 2020-014
Non Profit Child Care Provider

February 2021

Capital Regional District
108 – 121 McPhillips Avenue
Salt Spring Island, BC V8K 2T6

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CAPITAL REGIONAL DISTRICT
REQUEST FOR PROPOSAL
Non Profit Child Care Provider
RFP NO. SSI 2020-014

1 Instructions to Proponents

1.1 Invitation

The Capital Regional District ("CRD") invites detailed proposals from qualified non-profit child care providers (the "Proponents") in strict accordance with these Proposal Documents (CRD, RFP No. SSI 2020-014). The proposals will be evaluated for the selection of a child care provider (or providers) with the intent to enter into a contract (the "Contract") to provide the services described in Appendix "A".

The Capital Regional District (CRD), hereinafter referred to as the "CRD", invites Proposals for non-profit child care providers to license space within the newly expanded Rainbow Road Aquatic Centre for the operation of a child care facility as described in the Scope of Work presented in this document.

The quantities are estimated annual amounts, initially for a five (5) year period with the option to extend the contract for two (2) additional five (5) year periods upon mutual agreement. The District reserves the right to award in whole or in part.

A Contract will not necessarily result from this Request for Proposal ("RFP").

The successful Proponent may be awarded further work without a competition.

1.2 Closing Time and Date for Submission of Proposals

The CRD will accept either a hard copy or an electronic submission.

Hard copy

The CRD will accept two (2) copies of each proposal and one (1) USB, in accordance with the instructions contained herein, at the following specific physical location:

Attention: Dan Ovington
Manager, Salt Spring Island Parks and Recreation

Address: Capital Regional District
108 – 121 McPhillips Avenue
Salt Spring Island, BC V8K 2T6
Fax: 250-537-4456

Electronic copy

Address: rsoles@crd.bc.ca

On or before the following date and time (the "Closing Time"):

Time: 2:00 P.M. [local time]
Date: 11 March 2021

- The CRD reserves the right to extend the Closing Time at its sole discretion.
- Proposals must not be sent by fax.

1.3 Not a Tender

This is a Request for Proposal and not a tender call.

1.4 Proposal Documents

Each Proponent will ensure it provides its correct name, address, email address, and telephone number to the CRD at the time the Proponent receives a set of Proposal Documents.

- Please use and reference the above RFP number on all correspondence.
- Proponents are advised to read and respond appropriately to all sections of the RFP.
- Incomplete proposals may be rejected at the sole discretion of the CRD.

1.5 Inquiries

All inquiries related to this RFP, including whether or not the Contract has been awarded, should be directed in writing to the person named below (the "CRD Representative"). Information obtained from any person or source other than the CRD Representative may not be relied upon.

Name: Dan Ovington
Address: 108 – 121 McPhillips Ave., Salt Spring Island, BC V8K 2T6
Telephone: 250-537-4448
Email: dovington@crd.bc.ca

Inquiries should be made no less than seven (7) days prior to Closing Time. The CRD reserves the right not to respond to inquiries made less than seven (7) days prior to Closing Time. Inquiries and responses will be recorded and may be distributed to all Proponents at the discretion of the CRD.

Proponents finding discrepancies or omissions in the Contract or RFP, or having doubts as to the meaning or intent of any provision, should immediately notify the CRD Representative. If the CRD determines that an amendment is required to this RFP, the CRD Representative will issue a written addendum to the Proponents. No oral conversation will affect or modify the terms of this RFP or may be relied upon by any Proponent.

1.6 Information Meeting

An information meeting is not applicable and so will not be hosted by the CRD Representative to discuss the CRD's requirements under this RFP.

1.7 Addenda

If the CRD determines that an amendment is required to this RFP, the CRD will issue a written addendum and it will be posted to BC Bid and CRD websites. The addendum(s) will be incorporated into and become a part of this RFP. Failure to acknowledge and address all addenda in a Proposal may render the Proposal invalid. It is the sole responsibility of the Respondents to check BC Bid and the CRD websites for addendum(s) prior to submittal.

1.8 Late Proposals

Proposals received after the Closing Time will not be accepted or considered. Delays caused by any delivery, courier or mail service(s) will not be grounds for an extension of the Closing Time. Proposals received after the Closing Time will be returned unopened to the Proponent.

1.9 Amendments to Proposals

Proposals may be revised by written amendment, provided they are delivered to the location set out in section 1.2. An amendment must be signed by an authorized signatory of the Proponent in the same manner as provided by section 2.3. Fax amendments are permitted provided they are received by the CRD's fax machine at least fifteen (15) minutes prior to the Closing Time, but such fax amendments may show only the change to the proposal price(s) and in no event disclose the actual proposal price(s). A Proponent bears all risk that the CRD's fax equipment functions properly so as to facilitate timely delivery of any fax amendment. All faxed amendments should be sent to the CRD fax number listed in section 1.2.

1.10 CRD's Right to Modify Terms and Negotiate

The CRD, at its sole discretion, reserves the right to modify the terms of the RFP at any time before the Closing Time. The CRD also reserves the right following the Closing Time, and in accordance with the terms of this RFP, to negotiate with one or more Preferred Proponents any modification or variation of the terms of the RFP, including any of the documents referred to in the definition of "Contract" herein or any modification or variation of the terms of any Proposal, including price, that the CRD considers to be in its best interests. For certainty and without limiting the foregoing, the CRD may, for the purpose of entering into a Contract with any Proponent, amend the description of the required work included in this RFP so that it accurately reflects the services to be provided by the Proponent.

1.11 Examination of Contract Documents and Site

Each Proponent will be deemed to have carefully examined and understood the requirements and limitations of the RFP, including all attached Appendices, the Contract and the Site (as applicable) prior to preparing and submitting a Proposal, with respect to any and all facts which may influence the decision to prepare and submit a Proposal.

2 Proposal Submission Form and Contents

2.1 Package

Each Proposal must be submitted using a two-envelope process. One envelope must contain the Proponent's fee per child per month Proposal and be clearly marked "Financial Proposal" and the other envelope must contain the balance of the Proposal and be clearly marked "Technical Proposal". Proposals must be in a sealed package and marked on the outside with the Proponent's name, title of the Project and RFP number. Proposals that are sent via email must contain two different documents, one marked Financial Proposal and the other marked Technical Proposal.

2.2 Signature

The Proposal should be signed by a person authorized to sign on behalf of the Proponent and include the following:

- a) If the Proponent is a corporation then the full legal name of the corporation should be included, together with the names of the authorized signatories. The Proposal should be executed by all of the authorized signatories or by one or more of them provided that a copy of the corporate resolution authorizing those persons to execute the Proposal on behalf of the corporation is submitted.
- b) If the Proponent is a partnership or joint venture then the legal name of the partnership or joint venture and the name of each partner or joint venturer should be included and each partner or joint venturer should sign personally (or, if one or more person(s) having signing authority for the partnership or joint venture should provide evidence to the satisfaction of the CRD that the person(s) signing have signing authority for the partnership or joint venture). If a partner or joint venturer is a corporation then such corporation should sign as indicated in subsection (a) above.
- c) If the Proponent is an individual, including sole proprietorship, the name of the individual should be included.

3 Evaluation and Selection

3.1 Evaluation Team

The evaluation of Proposals will be undertaken on behalf of the CRD by the Evaluation Team. The Evaluation Team may consult with others including CRD staff members, third party consultants and references, as the Evaluation Team may in its discretion decide is required.

3.2 Evaluation Criteria

The Evaluation Team will compare and evaluate each Proposal to determine the Proponent's strength and ability to provide the Services in order to determine the Proposal which is most advantageous to the CRD, using the following general criteria:

- a) Understanding of issues specific to this assignment including proposed work methodology proposed level of effort, proposed work schedule and sequence of work.
- b) Experience and capability of firms and staff in similar assignments
- c) Past performance of firm and staff as determined from the CRD and references.
- d) Availability and commitment of resources including staff, office and technical support.
- e) Past performance of cost and scheduling control practice.
- f) Fee schedule and total cost of services (upset fee) to the CRD.

Specific criteria and their importance are outlined in the Evaluation Form attached as Appendix "C".

3.3 Litigation

In addition to any other provision of this RFP, the CRD may, in its absolute discretion, reject a Proposal if the Proponent, or any officer or director of the Proponent submitting the Proposal, is or has been engaged directly or indirectly in a legal action against the CRD, its elected or appointed officers, representatives or employees in relation to any matter.

In determining whether or not to reject a Proposal under this section, the CRD will consider whether the litigation is likely to affect the Proponent's ability to work with the CRD, its contractors and representatives and whether the CRD's experience with the Proponent indicates that there is a risk the CRD will incur increased staff and legal costs in the administration of the Contract if it is awarded to the Proponent.

3.4 Additional Information

The Evaluation Team may, at its discretion, request clarifications or additional information from any Proponent with respect to any Proposal. The Evaluation Team may consider such clarifications or additional information in evaluating a Proposal.

3.5 Interviews

The Evaluation Team may, at its discretion, invite some or all of the Proponents to appear before the Evaluation Team to provide clarifications of their Proposals. In such event, the Evaluation Team will be entitled to consider the answers received in evaluating Proposals.

3.6 Multiple Preferred Proposals

The CRD reserves the right and discretion to divide up the Services, either by scope, geographic area, or on any other basis as the CRD may decide, and to select one or more Preferred Proponents to enter into discussions and/or negotiations with the CRD for one or more Contracts to perform all or a portion or portions of the Services. In addition to any other provision of this RFP, Proposals may be evaluated on the basis of advantages and disadvantages to the CRD that might result or be achieved from the CRD dividing up the Services and entering into one or more Contracts with one or more Proponents.

3.7 Negotiation of Contract and Award

If the CRD selects one or more Preferred Proponents, then it may enter into a Contract with the Preferred Proponent(s), or enter into discussions with the Preferred Proponent(s) to attempt to negotiate the terms of the Contract(s), and such discussions may include but are not limited to negotiating amendments to the scope of Services and the Preferred Proponent's price(s).

If at any time the CRD reasonably forms the opinion that a mutually acceptable agreement is not likely to be reached within a reasonable time, the CRD may give the Preferred Proponent(s) written notice to terminate discussions, in which event the CRD may then either open

discussions and/or negotiations with another Proponent or Proponents, or terminate the RFP and retain or obtain the Services in some other manner.

Proponents will be notified in writing when a Contract has been awarded.

4 General Conditions

4.1 No CRD Obligation

This RFP does not commit the CRD in any way to select a Preferred Proponent, or to proceed to discussions or negotiations for a Contract, or to award any Contract, and the CRD reserves the complete right to at any time reject all Proposals, and to terminate this RFP process for any reason.

4.2 Proponents Expenses

Proponents are solely responsible for their own expenses in preparing, submitting Proposals, and for any meetings, negotiations or discussions with the CRD or its representatives and contractors relating to or arising from this RFP.

4.3 No Contract

By submitting a Proposal and participating in the process as outlined in this RFP, Proponents expressly agree that no contract of any kind is formed under, or arises from, this RFP, prior to the signing of a formal written Contract.

4.4 Conflict of Interest

A Proponent shall disclose in its Proposal any actual or potential conflicts of interest and existing business relationships it may have with the CRD, its elected or appointed officials or employees. The CRD may rely upon such disclosure.

4.5 Solicitation of CRD Staff, Board Members, Contractors

Proponents and their agents will not contact any member of the CRD Board, CRD staff or CRD contractors with respect to this RFP, other than the CRD Representative named in section 1.5, at any time prior to entering into a Contract or the cancellation of this RFP.

4.6 Disclaimers/Limitations of Liability

Neither acceptance of a Proposal nor execution of a Contract constitute approval of any activity or development contemplated in any Proposal that requires any approval, permit or license pursuant to any federal, provincial, regional or municipal statute, regulation or bylaw. It is the responsibility of the Proponent to obtain such approval, permit or license prior to commencement of the work under the anticipated Contract.

The CRD, its elected officials, appointed officers, employees, agents, contractors and volunteers expressly disclaim any and all liability for representations or warranties expressed, implied or contained in, or for omissions from this RFP package or any written or oral information transmitted or made available at any time to a Proponent by or on behalf of the CRD. Nothing in this RFP is intended to relieve a Proponent from forming its own opinions and conclusions in respect of this RFP.

The CRD, its elected officials, appointed officers, employees, agents, contractors and volunteers will not be liable to any Proponent for any claims, whether for costs, expenses, losses, damages, or loss of anticipated profits, or for any other matter whatsoever, incurred by a Proponent in preparing and submitting a Proposal, or participating in negotiations for a Contract, or other activity related to or arising out of this RFP. By submitting a Proposal, each Proponent shall be deemed to have agreed that it has no right to make such claims.

4.7 Confidentiality

The RFP documents, or any portion thereof and any other confidential information to which a Proponent may have access as a result of this RFP process, may not be used by a Proponent for any purpose other than submission of Proposals.

By submitting a Proposal, every Proponent agrees not to divulge, release or otherwise use any information that has been given to it or acquired by it from the CRD on a confidential basis as a result of or during the course of the RFP process.

4.8 Ownership of Proposals and Freedom of Information

Each Proposal submitted, as well as any other documents received from a Proponent, become the property of the CRD, and as such are subject to the *Freedom of Information and Protection of Privacy Act* ("FOIPPA"). FOIPPA grants a general right of access to such records, but also includes grounds for refusing the disclosure of certain information.

Proponents are asked to specifically identify information contained in their Proposal that is submitted on a confidential basis. Subject to any requirement for access under FOIPPA, the CRD will hold in confidence any such information received from a Proponent. However, the CRD specifically reserves the right to distribute information about any Proposal internally to its own directors, officers and employees, to its consultants and contractors where the distribution of that information is considered by the CRD to be necessary to its internal consultation process.

4.9 Time

The timing for the submission and receipt of Proposals and any amendments thereto shall be determined by reference to the CRD local area network time.

4.10 Acceptance of Terms

The submission of a Proposal constitutes the agreement of the Proponent that all the terms and conditions of this RFP are accepted by the Proponent and incorporated in its Proposal.

APPENDIX “A” – SCOPE OF SERVICES

PURPOSE

The Capital Regional District (the “CRD”) is seeking proposals from qualified non-profit child care providers to license space within the newly expanded Rainbow Road Aquatic Centre for the operation of a child care facility. Completion of the Aquatic Centre expansion is expected in the Fall of 2021. Occupancy for the childcare space is January 2022.

BACKGROUND

The CRD Salt Spring Island Parks and Recreation Commission (PARC) has received funding from the Province of British Columbia to support the creation of child and infant care spaces on Salt Spring Island. This new funding is being used to expand the Rainbow Road Aquatic Centre to include a permanent multipurpose room. The new space will be available for a non-profit child care provider to occupy during the weekdays.

SCOPE OF SERVICES

The CRD will consider proposals to license a portion of the Rainbow Road Aquatic Centre, measuring approximately 1,650 square feet, for a term of five (5) years for the purpose of operating a child care facility from Monday to Friday, during the hours of 7:30 am to 5:30 pm. The licensed premises will be fully furnished and equipped by the CRD (with the exception of learning materials and toys) and will accommodate up to twenty four full time licensed spaces aged 18 months to 5 years (8 x 18-36 months and 16 x 3-5 years). A more detailed description of the premises and permitted uses, as well as the proposed terms and conditions of the contract to be entered into with the CRD, are set out in the attached Child Care Facility License Agreement in Appendix “D”. The CRD will charge a monthly license fee sufficient to cover its own costs under the License Agreement, and may license the premises to a non-profit society at less than market value in accordance with the Community Charter.

LICENSE FEES

It is anticipated that the license fee will be based upon the number of children enrolled in the program per month in a shared risk model. The Proponent should indicate the maximum fee that they can pay per child per month in their proposal.

APPENDIX “B” – FORM OF PROPOSAL

PROPOSAL FORM:

As per Section 2.2, the legal name of the person/firm and authorized signature(s) must be included with the proposal.

All proponents are required to provide the following information with their submissions.

A. EXECUTIVE SUMMARY

Provide a summary of your understanding of licensing opportunity and the key points in your proposal.

B. ORGANIZATIONAL PROFILE

Identify details of your organization’s qualifications, training and experience in the operation of a child care facility including confirmation of appropriate licensing. Describe other day care operations that have been operated within the last ten years.

C. METHODOLOGY AND WORK SCHEDULE

Include a work plan setting out your intended approach and methodology to successfully operate a child care facility at the Rainbow Road Aquatic Centre. This work plan shall include provisional budget information.

D. ORGANIZATIONAL PROGRAMMING METHODS

Describe your organizational programming methods including:

- i. Policies and practices demonstrating a commitment to quality, affordability and accessibility in providing child care services to a diverse range of children and families,
- ii. Processes for requesting and receiving parental input about their child care services,
- iii. Processes for setting standards and evaluating the quality of its programs and facilities,
- iv. Examples of building positive and collaborative relationships with the community, CRD and other levels of government, and
- v. Examples of the proponent’s engagement with other child development service providers in service planning and coordination of service delivery.

E. TEAM EXPERIENCE AND QUALIFICATIONS

Provide names, qualifications, training and experience of all personnel who will be involved in the operation of the proposed child care facility.

F. REFERENCES

Provide names and contact information for three (3) references.

G. STATEMENT OF COMMITMENT

Provide a statement of commitment to undertake the operation of, and to provide the staff and support necessary to carry on, a childcare facility at the Rainbow Road Aquatic Centre.

H. FEE PROPOSAL (TO BE INCLUDED IN A SEPARATE DOCUMENT OR ENVELOPE)

- I. **In a separate sealed envelope or separate emailed document**, provide the maximum license fee per child per month for your proposal.

APPENDIX "C" – EVALUATION FORM
Capital Regional District
REQUEST FOR PROPOSALS
Non Profit Child Care Provider
RFP No. SSI 2020-014

Evaluation of Technical Proposals
(Maximum 100 Points)

	P O I N T S	PROVIDERS							
1. <u>EDUCATION AND CHILD CARE EXPERTISE</u>									
1.1 Qualifications	15								
1.2 Child Care Experience	15								
1.3 Organizational Experience	15								
TOTAL EDUCATION AND EXPERTISE	45								
2. <u>PAST EXPERIENCE</u>									
2.1 Child care providers									
a) General experience	10								
b) Specific experience	15								
c) Qualifications	15								
TOTAL PAST EXPERIENCE	40								
3. <u>REFERENCES</u>	15								
TOTAL POINTS	100								

CRD Policy—Evaluation Procedures

Both technical merit and cost are awarded a maximum of 105 points each, for a total potential of 210 evaluation points. Technical proposals will be opened and marked out of a total score of 105 points against the evaluation grid before any financial proposals are opened. Each presentation will be evaluated on the basis of the organization's experience, competence of its personnel and acceptability of the method proposed.

An organization's technical proposal shall be deemed qualified only if it complies with all requirements contained in the Request for Proposal.

Only proposals whose technical scores are within 15% of the proposal awarded the highest technical score will have their financial proposals opened and evaluated. All other financial proposals will be returned unopened upon appointment of the selected firm. The only exception to this policy is when the proposal of the second-ranked firm is more than 15% below the highest technical score and still technically qualified. In such a case, the second-ranked firm would have its financial proposal opened to avoid a non-competitive situation.

In all cases, the Capital Regional District reserves the right to cancel the competition and call for new proposals.

Financial proposals can be awarded a maximum of 100 points. The financial proposal with the highest lease fee per child will be awarded 100 points, which will be added to the technical score, resulting in the firm's total score. The percentage by which each of the remaining firms' proposed lease fee is below the cost of the highest qualified proposal will be the percentage by which the 105 points is reduced, prior to adding it to the technical score resulting in each firm's total score.

For example, if the proposed lease fee of Firm A is below the lowest proposed cost (Firm B) by 10%, Firm A will add 105 minus (10% of 100), or 94.5 points to its technical score. The firm receiving the highest total score will be judged to have the best value to the Region.

COSTS INCLUDED IN PROPOSAL EVALUATION

All personnel fees, salaries, wages and program expenses will be taken into account in the proposal evaluation.

DEBRIEFING

Subsequent to final selection of an organization for contract award, all other proposing organizations have the right to receive a debriefing on the strengths and weaknesses of their proposal. Points awarded by evaluation teams for both technical and financial proposals will remain confidential and may not be divulged to any proposing firm.

Minimum Technical Score

Technical proposals must achieve a score of at least 74 points (70%) to be considered "technically qualified". Financial proposals for firms failing to achieve the minimum technical score will not be opened.

APPENDIX “D” – DRAFT LICENSE AGREEMENT

LICENSE AGREEMENT

This Agreement made effective this 1 day of January, 2021 (the “Effective Date”)

BETWEEN:

CAPITAL REGIONAL DISTRICT
(as represented by Salt Spring Island Parks and Recreation Commission)
P O Box 1000,
625 Fisgard Street,
Victoria, BC V8W 2S6

(“CRD”)

AND

Childcare Provider
City, BC Postal Code

(“Licensee”)

WHEREAS:

- A. The CRD owns the lands located in Salt Spring Island, BC at 262 Rainbow Road, legally describes as: LOT C SECTION 2 RANGE 3 COWICHAN PLAN VIP6498, PID 000778834 (the “**Lands**”);
- B. On the land there is a building, Rainbow Road Aquatic Centre, (the “**Facility**”);
- C. The Licensee wishes to enter into a Five (5) year non-exclusive use of the Multi Purpose Room within the Facility and the fenced outdoor play area;
- D. The Licensee wishes to provide early childhood education services which includes but not limited to creative play, story time, arts and crafts, sensory activities, outdoor exploration, and snack and nap time (the “**Childcare Activities**”).

IN CONSIDERATION OF the license fee to be paid by the Licensee to the CRD, and in consideration of the mutual covenants and agreements in this Agreement, the parties covenant and agree as follows:

1. GRANT

The CRD, subject to the performance and observance by the Licensee of the terms, conditions, covenants and agreements contained in this Agreement, hereby grants to the Licensee a license (the “**License**”) for the Licensee, its members, employees, agents, volunteers, contractors, and invitees, to enter upon and use the areas from 7:30am-5:30pm Monday to Friday identified on the sketch plan attached as Schedule A consisting of:

- a) Multi Purpose Room, shown outline in red;
- b) the outdoor play area, shown outlined in green;

License Agreement – Childcare Provider, Rainbow Road Aquatic Centre

(collectively the “License Area”)

2. PURPOSE

This License is granted for the purpose of providing Childcare Activities and no other purpose, upon the terms agreed to herein.

3. TERM AND EXPIRATION DATE

The License becomes effective on the Effective Date, notwithstanding the actual dates of execution by the parties. Unless terminated earlier in accordance with the other terms and conditions set out in this Agreement, the License will be for a term of Five (5) years (the “Term”) and will terminate on Dec 31st, 2032 unless renewed pursuant to section 13.

4. RESERVATION OF RIGHTS

The CRD hereby reserves to itself from the grant and the covenants made by it to the Licensee under section 1. above the right for the CRD, its agents, employees, contractors and subcontractors to have full and complete access to the License Area.

The Licensee will not at any time interfere with the use and occupation of the License Area by the CRD, its employees, agents, contractors, licensees and invitees.

5. LICENSE FEE

The Licensee will pay to the CRD the following rent:

January 1, 2022 to December 31, 2032 = \$ +GST/child/month

6. PARKING

- (a) The Licensee shall not use the parking lot for Childcare Activities;
- (b) The Licensee and their staff may park their cars in the Facility parking lot during access hours;
- (c) The parking lot may be used for drop off and pick by parents or guardians of children attending the Childcare Activities.

7. SECURITY DEPOSIT

On demand from the CRD the Licensee will provide a security deposit equal to 1 months’ rent. The security deposit is security for the performance of all obligations by the Licensee under this License. If the Licensee defaults in the performance of any obligation herein, CRD may, without prejudice to any right or remedy hereunder, apply the said security to the extent necessary.

8. MAINTENANCE AND REPAIRS

- (a) The Licensee is NOT responsible for maintenance, repairs, utilities, and other related items;

License Agreement – Childcare Provider, Rainbow Road Aquatic Centre

- (b) The Licensee shall keep the License Area in a neat and tidy condition. On termination, the Licensee shall leave the License Area in a condition acceptable to the CRD.

9. IMPROVEMENTS

No improvements may be placed on, or physical changes made to, the License Area without the prior written consent of CRD. On termination the Licensee shall forthwith remove any improvements placed on the License Area if requested by CRD. If such improvements are not removed within thirty (30) days of termination, they shall belong to CRD, without cost, at the option of CRD.

10. COMPLIANCE WITH LAWS AND REGULATIONS

The Licensee shall comply with all laws, by-laws, and regulations, Federal, Provincial, Municipal, Regional or otherwise.

11. ASSUMPTION OF RISK AND LIABILITY OF THE LICENSEE

- (a) CRD has made no representations or given any warranties save as set forth herein.
- (b) The Licensee assumes all risk of damage to property of, or injury to the Licensee and the Licensee's contractors, invitees, licensees, employees, agents and servants ('said Licensee') in connection with the exercise of the privileges hereunder.
- (c) The Licensee shall pay for all damages resulting directly or indirectly from any act or omission of the said Licensee, whether negligent or otherwise.
- (d) The Licensee shall indemnify and save harmless CRD against all claims or liabilities asserted by third persons resulting directly or indirectly from said Licensee's acts or omissions whether negligent or otherwise.

12. INSURANCE

The Licensee shall, at its own expense, provide and maintain during the Term the following insurance in a form acceptable to the CRD with a company duly registered and authorized to conduct insurance business in the Province of British Columbia:

- (a) Commercial General Liability Insurance
 - i) The Licensee shall purchase Commercial General Liability Insurance covering losses to a third party for bodily injury or death, property damage, and unlicensed vehicle and attached equipment operations, and
 - ii) this insurance shall be in an amount not less than three million (\$3,000,000.00) on an occurrence basis, and
 - iii) the CRD shall be named as an additional insured, and
 - iv) this policy shall contain a separation of insureds, and cross liability clause in the conditions of the policy, and

License Agreement – Childcare Provider, Rainbow Road Aquatic Centre

- v) this policy shall include Tenant Legal (All Risk) Liability Insurance in the amount equal to the full replacement cost of the space described in this lease estimated at one million (\$1,000,000) minimum limit, and
 - vi) the policy shall provide that no cancellation or material alteration in the policy shall become effective until 30 days after written notice of such cancellation, or alteration has been given to the CRD, and
 - vii) the Licensee shall provide the CRD with a certificate or certificates of insurance as evidence that such insurance is in force including evidence of any insurance renewal. Every certificate, or certificates of insurance shall include, certification by the insurance agent or the insurer that the certificate of insurance specifically conforms to all of the provisions required herein.
- (b) Maintenance of such insurance and the performance by the Licensee of its obligations shall not relieve the Licensee of liability under the indemnity provisions set forth in this License.
 - (c) The Licensee agrees to provide all risk property insurance in a form acceptable to the CRD inclusive of fire, theft and flooding, in respect of the Licensee's personal property and all machinery, equipment, property and improvements owned or installed by the Licensee on the Premises.
 - (d) The Licensee agrees to provide the CRD with a copy of the Licensee's valid Vancouver Island Health Authority (VIHA) Childcare license before the commencement of this License.

13. TERMINATION, SUSPENSION AND RENEWAL

- (a) Either party may terminate this License by giving the other three months' notice, and if the CRD terminates this License for any reason the unearned portion of any prepaid consideration shall be returned to the Licensee, without interest.
- (b) If the Licensee defaults, all privileges hereunder terminate ten (10) days after notice of default is given by CRD to the Licensee, if the default is not remedied within such time. CRD's termination of this License shall not prejudice CRD's right to collect damages on account of the Licensee's breach of any term hereof.
- (c) Any failure to exercise CRD's right to terminate this License in case of default does not constitute a waiver of the Licensee's obligations to perform strictly in accordance with the terms of this License. Any such right to terminate shall remain in effect and may be exercised as long as the default continues.
- (d) Within reason, the privileges granted under this License may be suspended or modified as CRD, in its sole discretion, thinks advisable.
- (e) If the Licensee requests a renewal of this License they must give at least **three (3)** months written notice before the Expiry Date.

14. NON-ASSIGNMENT

Neither this License nor the privileges hereunder may be assigned in whole or in part by operation of

License Agreement – Childcare Provider, Rainbow Road Aquatic Centre
law or otherwise without the previous written consent of CRD.

15. NOTICES

All notices shall be written and deemed duly given if delivered by hand or mailed by registered mail, postage prepaid, addressed to the party concerned at the address herein set forth or at such other address as may from time to time be communicated by notice. Notices shall be deemed to have been received if delivered by hand on the day delivered and, if mailed, on the third day after posting unless there is between the time of mailing and actual receipt a mail strike, slowdown or other dispute which might affect delivery of the mail in which case notice shall be only effective when actually delivered.

16. INTEREST CHARGES

The Licensee agrees to pay CRD interest at a rate of 1.5% monthly on any overdue amounts payable under this License.

17. RELEASE AND INDEMNITY

- (a) The Licensee hereby releases the CRD, its officers, employees and agents, from any and all liability, damages, actions, proceedings, costs, claims, fines and demands whatsoever that may be brought against the CRD, its officers, employees or agents, arising out of the use and occupation of the Land by the Licensee, or the Licensee's officers, employees, agents, licensees or invitees.
- (b) The Licensee will indemnify and save harmless the CRD and its elected and appointed officers, employees and agents from any and all liabilities, damages, actions, proceedings, costs, claims, fines and demands whatsoever that may be lawfully brought against the CRD by reason of anything done by the Licensee, its servants, agents, licensees, contractors or sub-contractors or other person authorized by it in the exercise or purported exercise of the rights hereby granted and all costs, claims, suits or actions arising out of:
 - i) any breach, violation, or non-performance of any covenant, condition or agreement in the License set forth and contained on the part of the Licensee, to be fulfilled, kept, observed or performed.

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- ii) any damage to property while said property shall be within the License Area.
- iii) any injury to any licensee, invitee, agent, officer or employee of the Licensee, including death resulting at any time there from, occurring within the License Area after the term of the License begins.

18. OTHER TERMS

- a. The CRD will provide daily janitorial services which is included in the License Fee;
- b. Access to the Facility is limited to 7:30 am – 5:30pm Monday to Friday.

CAPITAL REGIONAL DISTRICT

CHILDCARE PROVIDER

_____ by its authorized signatory

_____ by its authorized signatory

this ___ day of _____, 2020

this ___ day of _____, 2020

_____ Print name:

_____ Print name:



