



SEVEN OAKS SCHOOL DIVISION

REQUEST FOR PROPOSAL (RFP)
RFP-002

EXTERNAL DAYCARE PROVIDER
for the
New Kindergarten to Grade Eight School
in Amber Trails

ISSUE DATE: September 14, 2011

CLOSE DATE: 12:00 p.m. CST October 7th, 2011

CLOSING LOCATION: Seven Oaks School Division Board Office
830 Powers Street
Winnipeg, Manitoba R2V 4E7

****Please submit *Receipt Confirmation Form* immediately****
(Second last page of this Document)

**Seven Oaks School Division
RFP-002
TABLE OF CONTENTS**

1.0	Administrative
1.1	Purpose
1.2	Background
1.3	Inquiries
1.4	Law
1.5	Audits
2.0	Selection Criteria
2.1	Eligibility
2.2	Indemnification
2.3	References
2.4	Insurance
2.5	Evaluation Criteria
2.6	Intention
2.7	Process
2.8	Time Frame
3.0	Proposal Procedures
3.1	Closing
3.2	Format
3.3	Alternatives
4.0	Statement of Requirements
4.1	General
4.2	Terms of Agreement
4.3	Termination
4.4	Scope
4.5	School Division Obligations
4.6	Daycare Provider Obligations
5.0	Attachments

SEVEN OAKS SCHOOL DIVISION ADMINISTRATIVE SECTION

1.1 Purpose

The Seven Oaks School Division is seeking the services of a qualified external daycare provider to operate a day care facility at the new school located in Amber Trails neighbourhood in the North West area of our school division. This facility will be built and paid for by the Province and will be a part of the new school building with its own playground area(s). The School Division desires to enter into a rent/lease agreement with an external provider to run and operate the facility.

The vision for the Seven Oaks School Division daycare is:

- That an accredited daycare be established by a provider who has proven expertise in the field;
- That the daycare offer competitive rates and as many services and programs as possible to the diverse needs of the School Division community;
- That there be established a transparent, fair mechanism for the allocation of daycare spaces to the various stakeholder groups (Decision will be made by the Daycare Board of Directors);
- That the external provider be responsible for all financial obligations with respect to the operations of the daycare.

1.2 Background

The School Division is located in the North West area of the City of Winnipeg. Currently, we have twenty-one (21) school facilities. The new birth to grade eight school in Amber Trails will be our twenty-second (22) and is expected to be a prototype school upon which future schools will be modeled. For the 2011-12 school year we expect our student population to be approximately 10,500 students. The new school has been approved by the Provincial government in the Amber Trails area which is home to some of the fastest growing neighborhoods in Winnipeg.

Over the last few years the School Division has been involved in partnering with child care providers to establish before and after school programs at all of our elementary schools and where space has permitted partnering with child care providers to offer daycare.

The Province has approved a four thousand six hundred and thirty (4,630) square foot child care centre that will look after sixteen (16) infants, forty-eight (48) pre-school and fifteen (15) school age children or a total of seventy-nine spaces. It is hoped this space will be operating by September 2013.

1.3 Inquiries

1.3.1 Inquiries relating to this RFP should be directed to:

Wayne Shimizu Secretary-Treasurer

Eddie Wilde Assistant Superintendent

1.3.2 Queries must be in writing and received not less than five (5) working days before the closing date.

1.3.3 **Verbal clarification should not be interpreted as a change in content. Any revision to this RFP will be issued as a written addendum to all daycare providers, copies of which will be forwarded to all known parties no later than three (3) working days before the closing date.**

1.3.4 If any errors or omissions are discovered, the School Division should be notified at once. Minor details not specified but obviously required should be provided in keeping with normal practise. Errors or misinterpretation of the requirements does not absolve the daycare provider of the responsibility to supply them.

1.3.5 It is the daycare provider's responsibility to clarify any ambiguities prior to the closing date.

1.3.6 By submission of a proposal, the daycare provider(s) submits to disclosure of the information, subject to the provisions of the Freedom of Information and Protection of Privacy Acts.

1.4 Law

1.4.1 The law applicable to any agreement arising from this RFP shall be the law in force in the Province of Manitoba.

1.5 Audit

1.5.1 The School Division, through the Financial Services Department, reserves the right to audit the financial records of the provider's operations at any time.

SEVEN OAKS SCHOOL DIVISION SELECTION CRITERIA

2.1 Eligibility

2.1.1 In responding to this RFP, daycare providers warrant their compliance to appropriate Municipal, Provincial and Federal laws and orders. Daycare providers must agree to indemnify the School Division and its employees if they fail to comply. The School Division reserves the right to cancel any agreement arising from this RFP for failure to adhere.

2.2 Indemnification

2.2.1 The successful daycare provider agrees to indemnify and hold harmless the School Division, its officers and employees against any damage caused as a result of any negligence or unlawful acts of the daycare provider or its employees.

2.2.2 The successful daycare provider agrees to indemnify and hold harmless the School Division, its officers and employees against any claims or costs initiated by third parties as a result of any negligence or wrongful acts of the daycare provider or its employees.

2.3 References

2.3.1 **Daycare Providers must present at least three (3) references.** The information must include the contact name and a phone number. The School Division reserves the right to contact other industry sources and known users at its discretion.

2.4 Insurance

We expect the following insurance to be in place:

2.4.1 A comprehensive General Liability policy for limits of no less than \$2,000,000 per claim and in the aggregate, inclusive of tenant's legal liability coverage and non-owned automobile coverage. The policy should not contain an abuse exclusion.

2.4.2 Automobile Insurance with a minimum limit of \$2,000,000. The successful daycare provider will also be expected to abide by the Seven Oaks School Division's policy on the prohibited use of 15 passenger vans.

- 2.4.3 A Business policy, inclusive of all coverage on all the furnishings, equipment and business assets of the daycare to the full replacement value.
- 2.4.4 The successful daycare provider will be responsible for the placement of all Workers Compensation Board (WCB), employers' liability, health, disability and dental benefits for the employees of the facility. The creation of the relationship between the daycare provider and the School Division is in no way to be deemed to be an employment relationship between the daycare and its staff and the School Division accepts no responsibility for the provision of these benefits.
- 2.4.5 The daycare provider must put in place a policy of business interruption insurance. This insurance is to cover those situations where the daycare was to suffer a major loss and alternate facilities were required.
- 2.4.6 All insurance shall be without right of subrogation against the School Division. The School Division must be added as an insured party.
- 2.4.7 The School Division will not assume responsibility for any loss, theft or damage of the daycare provider's equipment.
- 2.4.8 The successful daycare provider is required to provide the Division with written confirmation of insurance coverages.

2.5 Evaluation Criteria

Evaluation will be carried out by a School Division established team who will evaluate each submission according to the criteria below.

- 2.5.1 The quality of the proposal as defined by, but not limited to:
- **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.
 - **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 19 months), toddlers (19 months to 3 years), pre-school (3 to 5 years), kindergarten, and before and after school care (5+ years). Please include your organization's mission.
 - **Business Record:** The Provider must be able to demonstrate a successful track record of offering similar services. Please provide your

organizations history, details of your current business, management experience/credentials, a list of owners and directors, and include a proposed budget for this centre.

- **Hours and months of operations.** 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.
- **Staffing Ratios and requirements:** In the childcare industry, staffing can be an issue. What strategy does the daycare provider have in place to deal with recruiting and retaining high quality childcare staff? The provider shall meet or exceed staffing ratios and requirements for infants, toddlers and preschool children as specified in the provincial daycare standards. Staffing should reflect the community population. The Provider must provide detailed answers to these questions.
- **Health and Safety:** The Provider shall enforce health and safety standards that are consistent with Provincial regulations in such areas as administration of medications and emergency information forms. The Provider shall ensure that staff members receive on-going training as required under Workplace Health and Safety legislation. The provider must provide their Workplace Health and Safety plan for this centre.
- **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.
- **Staff Development:** The Provider shall detail in their response what professional development opportunities they provide to staff.
- **Fee Schedule:** The Provider shall detail the fees they will charge to parents.
- **Enrolment/Waiting List:** The Provider shall provide details on the process the centre will use to maintain its waiting list and also provide details of enrolment policies it maintains with respect to currently enrolled children, siblings and part-time care.
- **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.

- **Reviews:** The Division may require the successful Provider to participate in an evaluation to satisfy the Division that the Provider is meeting the commitments as outlined in this RFP.
- **Responsibility for Operating Costs:** The Provider shall pay certain direct operating costs associated with the centre including telephone and internet services and the security system. The provider shall maintain the facility in good repair and shall replace and repair existing furnishing and equipment as required.
- **Rent Payments:** The annual rental fee charged by the Division will be based upon a formula that considers the Division's previous years' Operating costs divided by the total square feet of buildings in the division times the square feet of the centre. The rate will be inclusive of water/sewer, electricity, gas, general maintenance, janitorial services, grounds maintenance including snow removal. The rental will also include access to the common areas of the school including the gym and other areas as agreed to by the school's administration.
- **References:** A minimum of three (3) references must be provided at least one from each of the following categories: client references, parent references and professional references. The reference must include a contact name, organization name (if applicable), address and phone number.

2.6 Intention

2.6.1 If, in the opinion of the School Division, the bids do not meet the criteria identified, various other options may be considered. The School Division therefore **reserves the right not to award any contract(s) as a result of issuing this RFP.**

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

2.7 Process

2.7.1 Proposals will be reviewed against the criteria and evaluated by the Division. References may be checked at this time and daycare providers will be asked to attend a meeting or prepare a presentation.

2.7.2 If submissions have provided viable options, the School Division will enter into negotiations with the selected provider(s) and, if successful, a contract will be formed as a direct result of issuing this RFP.

2.7.3 The School Division reserves the right to accept or reject all or any part of a proposal as deemed to be in the best interest of the School Division.

2.8 Time Frame

2.8.1 Proposal submissions will be evaluated the week of October 9th, 2011. Daycare providers may be asked to give a presentation of their proposal. Presentations may be scheduled as required the week of October 23th, 2011. Not all daycare providers may be asked to present and those requested to present will be at the discretion of the evaluation committee.

2.8.2 The successful daycare provider will be contacted the week of October 30th, 2011 to enter into negotiations.

2.8.3 A partnership agreement is expected to be executed by November 11, 2011.

2.8.4 Daycare providers shall keep their proposal open for acceptance for ninety (90) days following the RFP closing date. If an agreement with a successful daycare provider cannot be reached within forty-five (45) days of initial negotiations, the School Division may terminate negotiations with that daycare provider and initiate negotiations with another.

SEVEN OAKS SCHOOL DIVISION PROPOSAL PROCEDURES

3.1 Closing Detail

3.1.1 Four copies of the Proposal must be received by noon EST October 7, 2011 clearly marked at:

“RFP-002 External Daycare Provider”
Secretary-Treasurer
Seven Oaks School Division
830 Powers Street
Winnipeg, MB R2V 4E7

3.1.2 Proposals **may not** be sent by facsimile or electronically.

3.1.3 Proposals must be clearly labelled with the proposal number.

3.1.4 Late proposals will not be accepted and will be returned, courier collect, to the daycare provider.

3.2 Format

Proposal requirements are outlined in Section 2.5. Daycare providers must conform by submitting the information requested. Evaluations will be based on submission of the information as outlined. The Evaluation Rubric is appended.

3.3 Alternatives

The School Division encourages innovation in submitting proposals: Daycare providers may present more than one alternative, in the required format. A separate proposal is required for each alternative.

SEVEN OAKS SCHOOL DIVISION STATEMENT OF REQUIREMENTS

4.1 General

4.1.1 Through this Request for Proposal (RFP), the School Division will review proposals and select a solution to meet the following primary objectives:

- That an accredited daycare be established.
- That the daycare services and programs offered meet the needs of the School Division and its community.
- That the external provider be responsible for all financial obligations with the operations of the daycare.

4.2 Terms of Agreement

4.2.1 The initial agreement will be for a five (5) year period.

4.2.2 Provided it is mutually agreeable, the School Division reserves the right to renew for an additional five (5) year period, and any time thereafter provided it is mutually agreed upon.

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

4.3 Termination

4.3.1 It is a condition of this RFP and subsequent contract that the School Division may terminate an agreement within ninety (90) days written notice, hand delivered. The daycare provider will not be permitted to terminate an agreement between the months of September through April and must provide four (4) months written notice, hand delivered. The disposition of any leasehold improvements will be negotiated in relation to their fair market value. This requirement has been made so that the School Division has sufficient time to find and enter into negotiations with an external provider and that the provider has sufficient time to organize and set up programs for the start of the academic year in September.

4.4 Scope

4.4.1 The daycare facility will be located on School Division land.

4.4.2 The primary clients consist of community members.

4.4.3 The successful provider will work with the project architect and the School Division to develop the daycare space.

4.5 School Division Obligations

4.5.1 The School Division is responsible to provide the leased space, water, heat and electricity to support normal operations. See 4.6 for the daycare providers related obligations.

4.5.2 The School Division is responsible to maintain light housekeeping for the common areas of the facility, including waste removal and vacuuming (as necessary). The daycare provider is responsible for cleaning their own interior space.

4.6 Daycare Provider Obligations

4.6.1 The successful provider will be responsible for all money collection, tax remittance and insurance claims for services rendered.

4.6.2 The successful daycare 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.

- 4.6.3 The successful daycare provider is required to keep the facility in a clean and sanitary condition (refer to note 4.5.2). The facility will be treated the same as other School Division buildings in that the School Division's custodial, security and other services will be used. The cost and use of these services will be part of the lease payment.
- 4.6.4 The successful daycare provider will be responsible for any secretarial, receptionist or support services.
- 4.6.5 The successful daycare provider will be expected to abide by all School Division policies and guidelines, including but not limited to the Provincial restriction on the prohibited use of 15 passenger vans.



830 Powers Street
 Winnipeg, Manitoba
 R2V 4E7

Phone 204-586-8061
 Fax 204-589-2504
 Web www.7oaks.org

Secretary-Treasurer

5.0 RECEIPT CONFIRMATION FORM

Please complete this form and mail or fax **IMMEDIATELY** to: Wayne Shimizu
 Secretary-Treasurer

Failure to return this form shall result in no further communication regarding this RFP.

COMPANY NAME:	
ADDRESS:	
CONTACT PERSON:	
CONTACT TELEPHONE:	CONTACT FAX:
CONTACT EMAIL:	

I have received a copy of the above noted RFP-002. A total of _____ pages were received.

- Yes, I will be responding to this request. Therefore, I authorize The Seven Oaks School Division to send further correspondence that it deems to be of an urgent nature by the following method:
 - Courier Collect (*specify Courier and Acct #*_____)
 - Facsimile
 - Mail
 - E-Mail
- No, I will not be responding.

I understand that if I do not return this form our company will not receive any further notices with regard to this Pre-Qualification.

SIGNATURE: _____

TITLE: _____ DATE: _____

All quotations must be received in our office by Noon CST on October 7, 2011

Evaluation Rubric

Criteria	Does Not Meet the Criteria	Almost meets the Criteria	Meets the Criteria	Exceeds the Criteria	More than Exceeds the Criteria
Philosophy					
Complement of Services					
Business Plan					
Hours of Operation					
Staffing					
Health and Safety Plan					
Sign-in/Sign-out procedures					
Staff Development					
Fee Schedule					
Enrolment/Waiting list					
Parent Involvement					
References					