



**Western School Division
Request for Proposal**

**CHILD CARE PROVIDER
For Discovery Trails School
1079 Parkhill Drive
Morden, Manitoba**

CLOSE DATE: 12:00 p.m. CST October 25, 2023

CLOSING LOCATION: Western School Division
4-75 Thornhill Street, Morden, MB R6M 1P2
Phone: (204)822-4448 Fax: (204)822-4262



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1. Purpose

The Western School Division (Division) is seeking a qualified external Non-Profit Child Care Provider (Child Care Provider) to operate a new Child Care Centre at Discovery Trails School to be located at 1079 Parkhill Drive in Morden. The facility (approximately 7,700 Sq. feet with an additional 2,000 Sq. feet available for before and after school) is currently being built and paid for by the Province and will be a part of the new school building with its own playground area. The Child Care facility is designed to accommodate 74 early learning and childcare spaces consisting of 20 infants and 54 preschool children; 40 spaces for nursery school / before and after school.

This space is scheduled to be operating by September 2024. 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 offer competitive rates and offers as many services and programs as possible to the diverse needs of the 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 (decision will be made by the Child Care Board of Directors);
- iv. That the external provider be responsible for all administrative and financial obligations with respect to the operations of the Child Care.

2. Inquiries

Inquiries relating to this RFP should be directed to:

Joey Sarto, Assistant Secretary-Treasurer or

Yuriy Lebedyuk, Facilities Supervisor

If any errors or omissions are discovered, the Division should be notified at once. Errors or misinterpretation of the requirements does not absolve the Child Care Provider of the responsibility to supply them.



It is the Child Care Provider's responsibility to clarify any ambiguities prior to the closing date.

By submission of a proposal, the Child Care Provider(s) submits to disclosure of the information, subject to the provisions of the Freedom of Information and Protection of Privacy Acts.

3. Law

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

4. Audit

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

5. Eligibility

In responding to this RFP, Child Care Provider warrants their compliance to licensing authorities and appropriate Municipal, Provincial and Federal laws and orders. The Child Care Provider must agree to indemnify the Division and its employees if the provider fails to comply. The Division reserves the right to cancel any agreement arising from this RFP for failure to knowingly adhere.

6. Indemnification

The successful Child Care Provider agrees to indemnify and hold harmless the Division, its officers and employees against any damage caused as a result of any negligence or unlawful acts of the Child Care Provider or its employees.

The Child Care Provider further agrees to indemnify and hold harmless the 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 Child Care Provider or its employees.



7. References

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

8. Insurance

Minimum requirements :

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.

Automobile Insurance with a minimum limit of \$2,000,000. The successful Child Care Provider will also be expected to abide by the Division's insurance policy requirements as required from time to time.

A Business policy, inclusive of all coverage on all the furnishings, equipment and business assets of the Child Care Provider to the full replacement value.

The successful Child Care Provider will be responsible for the placement of a workplace safety and health plan as mandated by the province of Manitoba and any insurance requirements required by the Workers Compensation Board (WCB). The creation of the relationship between the Child Care Provider and the Division is in no way to be deemed to be an employment relationship between the Child Care Provider and its staff and the Division accepts no responsibility for the provision of employment benefits or services.

The Child Care Provider must put in place a policy of business interruption insurance. This insurance is to cover those situations where the Child Care Provider was to suffer a major loss and alternate facilities were required.

All insurance shall be without right of subrogation against the Division. The Division must be added as an insured party.



The Division will not assume responsibility for any loss, theft or damage of the Child Care Provider's equipment.

The successful Child Care Provider is required to provide the Division with written confirmation of insurance coverages on an annual basis.

9. Submission Content and Criteria

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

- 1. Attach Appendix B (Cover Page) to the submission as page 1**
- 2. Attach Appendix C (Check List) to the submission as page 2**
- 3. Formal Organization information:**
 - i. The Child Care Provider must provide the parent company name address and formal business registration information;
 - ii. The legal names and site / location addresses of all current Child Care Provider's operations that are currently operated by this business (if applicable);
 - iii. A statement detailing the years of operation of each Child Care Provider's location;
 - iv. The number of staff and occupation for each Child Care Provider's location.
- 4. Statement of philosophy.** The Child Care 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) and before and after school care (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 Child Care 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 Child Care Provider is required provide a minimum of two (2) 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 Child Care Provider shall maintain a schedule that meets the needs of parents, matching or exceeding the hours and flexibility of the schedule as follows: 6:30 a.m. – 6:00 p.m., Monday through Friday, throughout the year, except statutory holidays. The Child Care 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 Child Care 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 Provider regulations. Staffing should reflect the community population. The Child Care Provider must provide detailed answers to these questions.
12. **Safety and Health:** The Child Care Provider shall enforce safety and health standards that are consistent with Provincial regulations in such areas as safe work procedures, administration of medications and emergency information forms. The Child Care Provider must provide their Work Place Safety and Health 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 Safety and Health legislation.



13. **Sign-in and Sign-out Procedures:** The Child Care Provider shall maintain sign-in and sign-out procedures in accordance with Provincial requirements. The Child Care Provider must detail what their Sign-in and Sign-out procedures will be for this centre.
14. **Staff Development:** The Child Care Provider shall detail in their response what professional development opportunities they provide to staff.
15. **Fee Schedule:** The Child Care Provider shall detail the daily fees they will charge to parents and identify any other allowable optional fees that may be charged to parents.
16. **Enrolment/Waiting List:** The Child Care 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.
17. **Parent Involvement:** The Child Care 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 Child Care Provider to participate in an evaluation to satisfy the Division that the Child Care 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).



10. Process

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

- i. That a licensed, non-profit Child Care Provider be established;
- ii. That the Child Care Provider services and programs offered meet the needs of the Division and its community;
- iii. That the external provider be responsible for all financial obligations with the operations of the Child Care Provider;
- iv. Proposals will be reviewed and evaluated by a 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;
- v. If submissions have provided viable options, the 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;
- vi. The 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 Division;
- vii. If, in the opinion of the Division, the bids do not meet the criteria identified, various other options may be considered. The Division therefore **reserves the right not to award any contract(s) as a result of issuing this RFP;**
- viii. This RFP does not form a contract and the Division is under no obligation to receive further information or participate in discussions as a result of issuing this RFP.

11. Time Frame

Proposal submissions will be evaluated in the week of October 30, 2023.



Child Care Providers may be asked to give a presentation of their proposal. Presentations may be scheduled as required the week of October 30, 2023. Not all Child Care Providers may be asked to present and those requested to present will be at the discretion of the evaluation committee.

The successful Child Care Provider will be contacted the week of November 13, 2023 to enter into negotiations.

A partnership agreement is expected to be executed by January 31, 2024.

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

12. Proposal Procedures

Child Care Providers must submit two (2) hard copies and one (1) electronic copy of the Proposal on disk or USB drive by **12:00 p.m. CST October 25, 2023** clearly labelled:

“External Child Care Provider – Discovery Trails School”

Attention:
Mr. Carl Pedersen, Secretary-Treasurer
Western School Division
4-75 Thornhill Street
Morden, MB R6M 1P2

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

Please ensure the sealed envelope clearly indicates the Child Care Provider’s name and return address.

Late proposals will not be accepted.



13. Alternatives

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

14. Terms of Agreement

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

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

The Child Care Provider shall pay certain direct operating costs associated with the centre including telephone and internet services and the security system. The Child Care Provider shall maintain the facility in good repair and shall provide, replace and repair their furnishing and equipment as required for their operation.

An annual rental fee charged by the Division 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, common area janitorial services, and grounds maintenance including snow removal.

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

If the Division is unable to provide the facility in a condition suited for its purpose, and the Child Care Provider is not responsible for this situation, then the rent for the facility shall abate for the time that the facility is unavailable or not suited for its purpose.



15. Termination

It is a condition of this RFP and subsequent contract that the Division may terminate an agreement with due cause within ninety (90) days written notice, hand delivered. The Child Care 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 Division has sufficient time to find and enter into negotiations with an alternate external non-profit Child Care Provider and that the Child Care Provider has sufficient time to organize and set up programs for the start of the academic year in September.

16. Division Obligations

The Division will collaborate with the Child Care Provider to meet the obligations of the locked door policy as set out under Manitoba Regulation 62/86 Section 5.2.1 Controlling Visitor Access.

The Division is responsible to provide the leased space, water, heat and electricity to support normal operations.

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

17. Child Care Provider Obligations

The successful Child Care Provider will be responsible for all money collection, tax remittance and insurance claims for services rendered.

The successful Child Care Provider must maintain adequate accounting records indicating the volume, types of services and the fees collected. The records must be available for Division audit if deemed necessary or required by law.

The successful Child Care Provider is required to keep the facility in a clean and sanitary condition. The facility will be treated the same as other Division buildings in



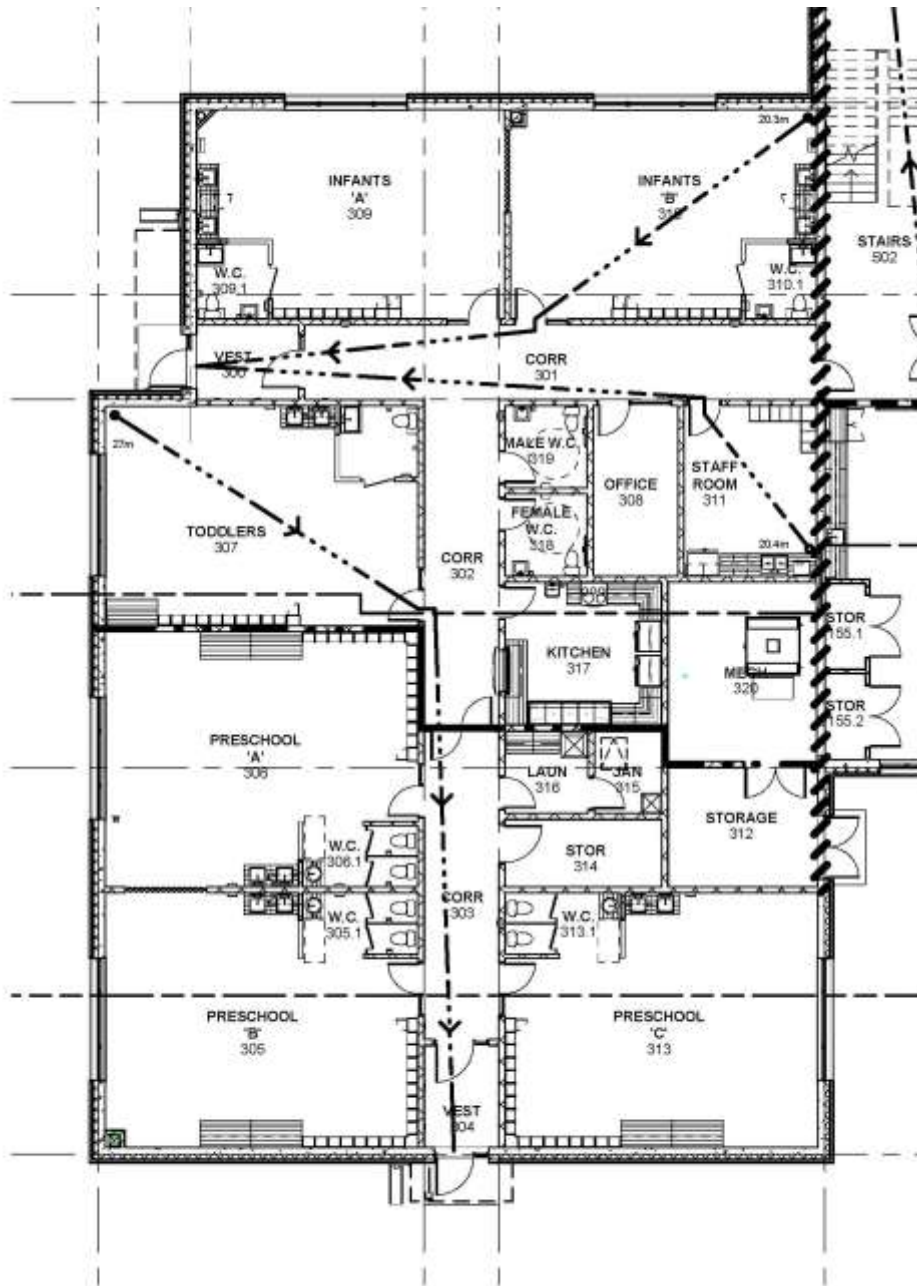
that the Division's custodial, security and other services will be used. The cost and use of these services will be part of the lease payment.

The successful Child Care Provider will be responsible for any secretarial, receptionist or support services.

The successful Child Care Provider will be expected to abide by all Division policies and guidelines.

Appendix A

Child Care Construction Drawing





Appendix B

Submission Cover Page

Western School Division - Child Care Provider Submission

We have reviewed the Western School Division Request for Proposal for CHILD CARE PROVIDER for Discovery Trails School located at 1079 Parkhill Drive. Enclosed is our submission to provide services for the above project:

Organization Name: _____

Organization Address: _____

Name of Organization
Representative: _____

Date: _____

Authorized signature: _____

Telephone Number: _____

Contact email Address _____

Appendix C

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 <u>all</u> 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. | | |



| Submission Requirements | Yes / No | Notes |
|---|----------|-------|
| 10. Examples of communication (Newsletters, bulletins, etc) | | |
| 11. Hours and months of operations | | |
| 12. Staffing Ratios and requirements | | |
| 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 (e.g. Manitoba Child care Association etc.) | | |
| 23. Bank reference | | |