



CITY OF BURNABY

REQUEST FOR PROPOSAL

#59-04/20

Operator for Burnaby Lake Child Care Centre

May 21, 2020

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1.0 INTRODUCTION

The City of Burnaby (“City”) is seeking Proposals from qualified non-profit societies, whose mandate is to develop and deliver a range of licensed child care services, to operate a new City-owned child care facility that is to be located within the new Burnaby Lake Aquatics and Arena facility, as well as to provide input into the detailed design and furnishing, fixtures and equipment required to operate this new facility. The terms, as further detailed herein, will apply to any resulting agreement between the City and the successful Proponent (“Operator”).

The intent of this RFP is to obtain Proposals that outline the Proponents’ experience and expertise in operating child care facilities. Proponents who have the qualifications, experience, and capability to undertake a project of the type and magnitude as described herein are invited to submit their Proposal to the City.

2.0 DOCUMENT AVAILABILITY & RESPONSIBILITY

This RFP is being issued electronically through the BC Bid website where any interested party may download the RFP documents directly from the aforementioned website. No registration, tracking or other recording of RFP document holders will be performed by the City. All addenda, amendments or further information will be published on the [BC Bid website](#). It is the sole responsibility of the Proponent to monitor the website regularly to check for updates.

3.0 DEFINITIONS

For the purposes of this RFP:

“**Agreement**” means the written License and Operating Agreement resulting from this Request for Proposal between the City and the successful Proponent;

“**City**” means the City of Burnaby;

“**Council**” means the City of Burnaby Council;

“**must**”, “**mandatory**”, or “**required**” means a requirement that must be met in order for a Proposal to receive consideration;

“**Operator**” means the successful Proponent to this Request for Proposal who is awarded and enters into a written Agreement with the City;

“**Proponent**” or “**Proponents**” means a party, a company or an individual that has obtained a copy of this RFP and submits, or intends to submit, a Proposal in response to this RFP;

“**Proposal**” means the documents of the Proponent delivered to the City offering to design and operate Burnaby Lake Child Care Centre consistent with the requirements set out in this RFP;

“**RFP**” means this Request for Proposal; and

“**should**” or “**desirable**” means a requirement having a significant degree of importance to the objectives of the RFP.

4.0 BACKGROUND

The City recognizes the important contribution that quality child care makes towards the social and economic development of our community. Quality child care supports parents and promotes healthy child development and later school success. Access to quality child care also plays an important role in the location decisions of families and businesses, and is a key factor in helping businesses to recruit and retain employees. The City’s role in child care is articulated in its Child Care Policy (refer to: <https://www.burnaby.ca/Assets/city+services/planning/Burnaby+Child+Care+Policy.pdf>).

The City’s commitment to quality child care is exemplified in its existing five purpose-built, City-owned child care centres that provide a total of 232 licensed spaces. Non-profit societies operate the centres on behalf of the City. Two more City-owned facilities will be opening in partnership with Burnaby School District and non-profit societies in the spring of 2020.

The child care centre at the Burnaby Lake Aquatics and Arena facility continues the City’s commitment to the creation of long-term, publicly-owned quality child care spaces to meet the needs of our growing community.

4.1 Proposed Burnaby Lake Child Care Facility

The City is currently in the advanced planning stages for a new aquatics and arena facility located at 3676 Kensington Avenue. The site is centrally located within the Burnaby Lake Sports Complex, and is intended to replace the existing C.G. Brown Memorial Pool and Burnaby Lake Ice Arena – see attached **Appendix D – Location Map**. Bill Copeland Sports Centre, which currently occupies the northern portion of the site, will remain and be integrated with the new aquatics and arena facility. The overall facility is envisioned to include a large aquatics centre, two ice arenas (including the existing Bill Copeland Sports Centre), a fitness centre and other supporting amenities. The site area boundaries shown in the appendices are included solely for information purposes and do not constitute a legal survey plan.

As part of the new facility, space is being provided to accommodate a licensed child care facility encompassing the following programs:

- Group child care (under 36 months) for up to 12 children; and
- Group child care (30 months to school age) for up to 25 children.

The total number of children in care within the facility would be 37 children.

Preliminary designs for the new facility situate the child care facility on the eastern side of the site with direct exterior access from Sperling Avenue. The total floor area for the new child care facility is approximately 5,400 sq. ft., as well as approximately 2,000 sq. ft. of attached outdoor play space. Parking for the development will include a mix of surface and underground parking stalls. It has not yet been determined if the childcare centre will have dedicated parking, but initial plans include at least six drop-off stalls in close proximity to the childcare centre.

The site is conveniently located between Highway 1 and Lougheed Highway, and is within walking distance (800 m) of the Sperling/Burnaby Lake SkyTrain Station. Bus stops are also located along Kensington Avenue proximate to the site, providing bus connections to Metrotown and Lougheed Town Centres, Simon Fraser University, and the SkyTrain network. The site benefits from proximity to a variety of significant population and employment centres, including the growing Brentwood (8 minute drive) and Lougheed Town Centres (12 minute drive), and the Central Administrative District (4 minute drive), which includes City Hall and associated offices.

Subject to final project approvals by Council, the proposed development is anticipated to commence construction in spring/summer 2021, with completion in late 2023/early 2024. At this time, the City is seeking the services of a qualified Proponent to participate in the design process for the new child care facility, and to operate the facility once built. In order to view a copy of the preliminary plans for the development, Respondents are to sign **Appendix E – Non-disclosure Agreement** and email the City at purchasing@burnaby.ca. The planning and design work for the new facility is ongoing and may be subject to change as the project progresses as input is received from stakeholders.

5.0 SCOPE OF SERVICES

5.1 Overview

The successful Proponent is to participate in the detailed design phase and operate a new Burnaby Lake Child Care Centre, in agreement with the City. The requirements outlined below are to ensure the child care centre meet the identified objectives of the City, are sustainable over time, fit well within their local settings, and prioritize the child care needs of the community.

5.2 Design and Construction Phase

During the design phase, the Operator will participate with the City and project architects in the detailed design of the child care facility including but not limited to identifying functional and program needs, interior and exterior play area finishing and furniture, fixtures and equipment within the defined timeframe of the overall project and in accordance with Fraser Health Authority requirements for a licensed child care facility with up to 37 children. At construction completion and prior to hand-off, the Operator will participate with the City to inspect the child care facility and help identify any deficiencies.

5.3 Completion and Hand-Off Phase

At hand-off of the child care facility, the City will provide the Operator with a fully furnished and equipped facility. As owner of the facility, the City will maintain the building envelope and grounds that surround the child care facility. The City will lease the facility at a nominal rate to the Operator. In turn, the City expects that the Operator will:

- hold all licenses and permits required to operate the child care facility;
- deliver the following group child care programs:
 - Group child care (under 36 months) for up to 12 children; and,
 - Group child care (30 months to school age) for up to 25 children;
- operate the child care facility on a financially self-sustaining basis with the understanding that the City is not prepared to contribute ongoing or emergency funding to the centre;

- assume responsibility for all operational costs including staff wages and benefits, utility charges, janitorial services, maintenance and replacement of indoor and outdoor furnishing, equipment and toys, and anything else that is required to successfully operate the child care facility;
- offer a Burnaby-based range of inclusive quality, full-time (at a minimum, Monday to Friday) child care services;
- work collaboratively with the City, encourage meaningful parental involvement and provide child care programs which:
 - are accessible, flexible, and emphasize affordability without comprising the quality of care provided,
 - reflect the diversity of the Burnaby community, are culturally competent, and include children who require a range of supports,
 - provide for administrative and financial accountability, and long term financial viability, and,
 - provide a supportive working environment.
- actively participate in building more open and supportive relationships within the child care community, particularly within Burnaby; and
- maintain at all times insurance as described in **Appendix C**.

The Operator will not be permitted to sublet any portion of the premises without the full review and permission of the City.

6.0 ELIGIBILITY CRITERIA

A. The Proponent must be:

- A not-for-profit society or corporation incorporated and in good standing under the BC *Societies Act* or the *Canada Not-for-profit Corporations Act*.

7.0 MINIMUM QUALIFICATIONS AND REFERENCES

Proponents should have at least five (5) years of experience with operating child care centres of similar size, scope, and nature. Proposal submissions shall include a list of at least three (3) relevant references and telephone numbers/email contact information for each key personnel. By submitting a Proposal, the Proponent consents to the City contacting these references at its discretion, and consents to the City also contacting any other organization for the purposes of evaluating the Proposal.

8.0 ESTIMATED MILESTONE DATES

Listed below are estimated milestone dates for the stages of this RFP:

Milestone	Estimated Dates
Issue Request for Proposal	2020 May 21
Proposal Submissions	2020 June 18
Proposal Review and Interviews with Short-Listed Proponents	2020 July
Council Approval of Selected Operator	2020 September
City and Operator Enter Into Licence and Operating Agreement	2020 October

The above dates are subject to change by the City.

9.0 SUBMISSION FORMAT AND CONTENT

The Proponent's Proposal shall include the following:

- A. Title Page:** show RFP title and number, closing date, legal company name of the Proponent, address, contact name, email address and phone number.
- B. Introduction:** include a statement of understanding of the RFP and project requirements.
- C. Executive Summary:** including, but not limited to, the following:
- Highlighting the key features and benefits of the Proposal; and
 - Demonstrating how the Proponent will meet and/or exceed City expectations as per RFP requirements.
- D. Organization Profile:** including, but not limited to, the following:
- Organization's history;
 - Legal name and names of any national and international affiliates;
 - Statement of purpose and philosophy of the non-profit society;
 - Current copy of the society's charter and bylaws, with date of registration and list of directors;
 - Number of staff employed;
 - Personnel curricula vitae;
 - Current projects/contracts of similar scope; and
 - If this Proposal involves a consortium or partnership, identify all members and provide information for each member. Also, clearly describe and delineate roles and responsibilities of each party and their relationship and responsibility to the single lead Proponent. The lead Proponent taking overall responsibility for the Proposal must be identified. The lead Proponent is responsible for all content and stated claims of functionality, performance, services, etc. of all named parties in their Proposal.
- E. Qualifications and Experience – Operating Team:**
- Provide an overview of Proponent's operating experience, including:
 - Background on the experience and credentials of key people expected to be involved in the development and operation of the centre;
 - Name, telephone number, email and mailing address of key contact person(s) from the Proponent and operating team (may or may not be the same person);
 - Description of Proponent's experience in developing and operating group day care centres - including names, addresses, and summary information on the centres;
 - Describe the qualifications and experience of the Proponent and the proposed project team that will be assigned to this project, demonstrating their experience with operating child care centres consistent with the requirements outlined in this RFP; and,
 - Confirmation that the Proponent meets the minimum qualification and eligibility requirements set out in Sections 6.0 and 7.0 of the RFP.

F. **References:** list three reference organizations, along with contact information and websites, for child care center operational or related services of comparable size and complexity in **Appendix B – References**. The City reserves the right to conduct reference checks.

G. **Form of Submission:** review, sign and submit **Appendix A – Form of Submission**.

H. **Organizational and Financial Capacity:**

Organizational Capacity:

- Provide organizational structure: identify Board/committee members, organization's officers, directors, and senior staff, including their roles and relevant experience, skills and/or education. If external individuals are involved, please include their information;
- Demonstrate ability to manage relations with stakeholders, such as service providers, funders, Health Authorities, local and senior governments, neighbours and community members; and
- Describe the organization's capacity and ability to undertake this project both on a development and construction capacity and on an on-going operational and management capacity and describe any other projects that the organization has scheduled during the anticipated time frame.

Financial Capacity

- Current financial statements;
- Copy of most recent annual report and audited financial statement of the non-profit society;
- Preliminary operating budget for the centre, showing projected staff salaries, maintenance and operating expenses, other costs, and anticipated child care fees;
- Information on the Proponent's experience, philosophy, and commitment regarding fundraising to assist with the ongoing sustainability of the centre;
- Proposed lease structure;
- Other potential ongoing funding sources; and
- Other relevant financial information.

I. **Program Philosophy and Management Concept:**

- Description of Proponent's vision for operation of the child care centre (including ages served, program overview, centre layout, and ways to maximize use of the resource);
- Description of Proponent's philosophy and past practice regarding staff education, personnel and hiring policies, staff salaries, parent involvement, safety and protection of children, service to children with extra support needs, service to a multi-cultural clientele, interaction with the broader community, and involvement with educational institutions; and,
- Statement of Proponent's relationship to and familiarity with the Burnaby community.

J. **Value Added Offerings:** Proponents have the opportunity to offer and describe any value added services not specifically asked for in this RFP.

K. **Insurance:** Proponents to confirm that they will obtain and maintain insurance as per **Appendix**

C – Licence Operators Insurance Requirements.

10.0 INSTRUCTIONS TO PROPONENTS

Due to the COVID-19 pandemic, the City of Burnaby prefers to accept electronic bid submissions via email to Purchasing@burnaby.ca until further notice. Delivery of hard copy submissions will continue to be accepted at this time as an alternative.

Please note: Email submissions could be delayed or rejected by the City of Burnaby’s email security system. The onus is on the Proponent to make sure the City receives the Proposal. Maximum email submission size is 50 MB. If your email submission is larger than 50 MB, please submit in multiple emails.

or, for hard copy submissions:

Four (4) hard copies of the Proposal marked “RFP #59-04/20 Operator for Burnaby Lake Child Care Centre”, and one (1) digital copy in PDF format on a USB memory stick should be delivered, in a sealed envelope identifying the name of the firm or individual bidding, on or before **3:00 p.m. local time, June 18, 2020** (the “Closing Date”) as follows:

By hand or courier:

City of Burnaby
Attention: Purchasing Department, Purchasing Manager
6161 Deer Lake Avenue
Burnaby, B.C. V5G 4A3

Submissions received after the closing time or at a location other than stated above may not be reviewed.

10.1 Clarification and Addenda

If a Proponent is in doubt as to the true meaning of any part of this RFP document, or finds omissions, discrepancies or ambiguities, a request for interpretation or correction shall be submitted at least five (5) working days prior to the closing date and, if deemed necessary by the City, an addendum will be issued on the BC Bid website. This procedure also applies should the City, of its own accord, wish to expand or delete any part of these terms of reference.

The City may amend any term, condition, specification, instruction or requirement contained in this RFP, or in any information supplied with or following this RFP, at any time, before or after the closing time for submission of the Proposal. The City may cancel this RFP at any time.

In the event that the City determines that any clarification or change is required, the City will issue a written and numbered addendum and publish on the BC Bid website. It is the responsibility of the Proponent to regularly check the BC Bid website for addenda.

The Proponent shall acknowledge all addenda within their Proposal. Failure to do so may result in the Proposal being rejected.

All inquiries related to the RFP shall be directed to: Purchasing@burnaby.ca

The Proponent is instructed not to direct queries to the attention of parties outside the Purchasing Department, including any departments of the City, its subsidiaries, staff, Council members, consultants or other Proponents. Information obtained from any other source is not official and may be inaccurate. The City will not be bound by any informal explanation, clarification or interpretation, whether given orally or in writing, by whomsoever made, that is not incorporated into an addendum to the RFP documents.

10.2 Submission Requirements

The Proposal shall be submitted in the English language. Faxed or emailed Proposals and/or amendments will not be reviewed. Submissions received after the closing time or at a location other than as stated above will not be reviewed and will be returned unopened to the Proponent.

Compliance - The Proponent must carefully review the RFP documents. Any and all departures from and clarifications to these documents must be clearly stated in a non-compliance statement and attached to the submission. Failure to respond will be interpreted as compliance with the City's requirements.

Completeness - Proposals are to be complete in every respect, including signatures / initials of authorized persons, where required, and responses to all information requested.

11.0 EVALUATION CRITERIA

Each compliant Proposal will be evaluated on the basis of the following general criteria:

Evaluation Criteria	Percentage Weighting
Concept, Methodology, and Operational Model	50%
Qualifications and Experience	25%
Organizational Capacity	20%
Value Added Offerings	5%
References and Financial Capacity Review	Pass/Fail

12.0 GENERAL CONDITIONS

12.1 Time is of the Essence

Time is of the essence to this Contract.

12.2 No Commitment

The City is under no obligation to enter into negotiations with a Proponent, advance a Proponent through any one or more of the stages of this RFP, or enter into an Agreement with a Proponent and the City and reserves the right to terminate the RFP process at any time. Award of the Proposal, in whole or in part, may be contingent upon budget, City Council and executive approval.

The City reserves the right to reject any or all Proposals received.

12.3 Pricing

All costs shall be expressed in Canadian Dollars and shall include all charges, fees, and taxes except the GST, which is to be shown separately.

12.4 Costs

All costs associated with the preparation and submission of the Proposal, including any cost to the Proponent after the closing time and date, shall be borne solely by the Proponent. The City will not be responsible for any cost incurred by Proponents in the preparation of a submission.

No party shall have any claim for any compensation of any kind whatsoever from the City, as a result of participating in the RFP, and by submitting a Proposal submission each proponent shall be deemed to have agreed that it has no claim.

12.5 Confidentiality

The contents of this RFP, any Contract arising from a Proposal in response to this RFP, and any information pertaining to the City, its customers, or individuals, which is obtained by the Proponent as a result of participation in this project, is confidential and must not be disclosed without prior written authorization from the City.

12.6 Ownership and Disclosure of Documents

All documents, including Proposals, submitted by a Proponent to the City become the property of the City. Each Proponent acknowledges that the City is subject to the provisions of the *Freedom of Information and Protection of Privacy Act* and all documents, including Proposals, submitted to the City may be subject to disclosure in accordance with the *Freedom of Information and Protection of Privacy Act*.

12.7 Conflict of Interest

Proposals will not be evaluated if the Proponent's current or past corporate or other interests may, in the City's opinion, give rise to a conflict of interest in connection with this or other projects. Proponents are further cautioned that the acceptance of their Proposals may preclude their participation as a proponent in subsequent RFP's where a conflict of interest may arise.

12.8 Shortlisting Proponents

The City may elect to short list Proponents in stages as deemed necessary. Short listed Proponents may be asked, at the sole discretion of the City, to provide additional information or details for clarification, which may be used as part of the evaluation process.

The City may elect to enter into negotiations with the lead Proponent or with any other Proponent concurrently. In no event will the City be required to offer any modified terms to any Proposal prior to entering into a Contract, and the City will not be liable to any Proponent as a result of such negotiations. The City reserves the right to divide services and award more than one contract.

12.9 Solicitation

The Proponent shall not solicit or offer any information regarding this RFP, outside of the Purchasing Department, from or to any other City staff, Council members, or consultants employed by the City, directly or indirectly.

12.10 Compliance with Laws

The Proponent shall comply with all laws applicable to the conduct of its business, operations and undertakings, and act at all times within the authority and powers set out in its constating documents.

12.11 Governing Law

This RFP and any disputes arising from this RFP will be governed by and be in accordance with the laws of the Province of British Columbia.

12.12 Insurance Requirements

Prior to the commencement of the Work, the Proponent shall provide proof of insurance as specified in **Appendix C – License Operator Insurance Requirements**. These minimum insurance requirements must be maintained throughout the term of any resulting Agreement.

12.13 Indemnity

By submitting a Proposal, the Proponent agrees to indemnify and save harmless the City and its elected officials, officers, servants, employees, volunteers and agents from and against all claims, demands, proceedings, suits, losses, damages, costs (including legal costs on a solicitor-and-client basis) and expenses of whatsoever kind or nature (including, without limitation, in respect of death, injury, loss or damage to any person or property) arising in any way out of or connected with the Proponent's involvement in the RFP process, including the preparation and submission of a Proposal, and any further or other acts of the Proponent in proceeding through one or more stages of the RFP process.

12.14 Submission of Proposal

This RFP is not a formal tender call. Receipt of a Proposal will not constitute a binding agreement between a Proponent and the City and the City is not bound to enter into an Agreement or lease with any Proponent. No Proponent will acquire any legal or equitable rights or privileges whatsoever in relation to any of the requirements as a result of this RFP and the City will be under no obligation to receive further information, whether written or oral, from any Proponent. Without limiting the generality of the foregoing, this RFP will not necessarily result in any subsequent negotiations, or other invitational or open competitive bid processes and does not constitute a commitment by the City to proceed with any or all stages of the RFP process or enter into any agreements with any Proponent.

12.15 Limitation of Liability

By submitting a Proposal, the Proponent agrees not to claim damages for any reason, relating to the Proposal or the RFP process and the Proponent waives any claim for loss of profits, or any other economic loss, if the City does not enter into an Agreement or lease arrangement with the Proponent.

13.0 APPENDICES

Appendix A – Form of Submission

Appendix B – References

Appendix C – Licence Operators Insurance Requirements

Appendix D – Location Map

Appendix E – Non-disclosure Agreement