



REQUEST FOR PROPOSAL #DC001

CHILD CARE NEEDS ASSESSMENT REPORT

Submission Date: May 1, 2019 by 3:00PM PST

Submission Details

Proposals may be submitted up until the closing time to the attention of:

Ivy Campbell RPP MCIP CNU-A
Head of Planning, District of Sooke
2205 Otter Point Road
Sooke BC, V9Z 1J2
icampbell@sooke.ca

Proposals shall be received by one of the following two (2) methods:

1. **By hand/courier delivery:** one (1) hard copy of the Proposal should be enclosed and sealed in an envelop clearly marked: **"RFP DC001 Child Care Needs"** along with one (1) electronic version on a USB flash drive;
2. **By email:** with the subject line **"RFP DC001 Child Care Needs"** to icampbell@sooke.ca

Please note the maximum email size limit is 25MB.

PROPOSALS WILL NOT BE OPENED IN PUBLIC



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1. Introduction

The District of Sooke (the District) is seeking proposals for a consultant or firm to deliver a Child Care Needs Assessment Report intended to assist the District in strategic decision-making, policy development and zoning amendments for child care spaces in Sooke. The needs assessment and other components of the report are necessary to build a sound and sustainable child care system in Sooke. For this to occur the District will have to be proactive and innovative and help to facilitate partnership agreements.

2. Project Scope of Work

A. Specifications

The report will consist of four components:

Component #1 – Child Care Needs Assessment

- The child care space utilization rate in the Sooke Service Delivery Area. Info on utilization rates should be obtained from the Ministry of Children and Family Development
- Child care utilization patterns and concerns that stakeholders indicate regarding:
 - How many families use child care in Sooke and how many use licensed versus license-not-required care;
 - Determine if the number of child care spaces is sufficient to meet the demand;
 - Determine whether spaces are in convenient locations for families, including whether these spaces are located close to parents' home, work or school;
 - Determine if there are enough spaces that are co-located with organizations offering other services benefiting children and families (such as those offered through schools, post-secondary institutions, libraries, recreation facilities, and family support programs) and/or facilitating a seamless transition for children between such programs and what kinds of services families would like child care to be co-located with; and
 - Whether child care is offered at convenient times for families, including whether there is a sufficient number of "flexible" child care spaces offered outside of regular business hours.
- Information on the programs and services that currently exist in Sooke to meet child care needs of underserved populations and/or provide additional support services as required

Component #2 – Interpreting Trends

Identification and interpretation of trends related to the number, location and care types of licenses child care facilities and spaces in Sooke, including:

- Whether the number and type of licenses spaces in Sooke is sufficient to meet the needs of the age 0-12 population, and what age groups are in most need of more child care spaces;
- Whether licenses facilities are located in areas of high need, including higher density areas and areas where parents attend work (or commute in proximity) and school;
- What locations in Sooke present the highest unmet demand for licensed child care spaces;
- Whether there are sufficient numbers of "flexible" licenses child care spaces offered

- outside of regular business hours'
- Whether there are a sufficient number of licensed child care spaces and services providing child care for underserved populations
 - Whether there are a sufficient number of care facilities that are co-located with other organizations offering services benefiting children and families to meet the community's needs.

Component #3 – Bylaw and Policy Review

Analysis of District of Sooke local plans, policies and bylaws to identify any aspects that may create barriers to the creation of licensed child care spaces in Sooke. Identify what actions can be taken to eliminate barriers and encourage the creation of child care spaces and growth of services.

Component #4 – Action Plan, Targets and Goals

Identify short-term (one to two years), medium-term (two to five years) and long-term (five to ten years) space creation targets that will meet the identified licensed child care space needs. Considerations must include, but are not limited to:

- The number of licenses child care spaces that are required to meet the identified need
- The child care age groups and license types that are most in demand and how many licenses spaces in each age group and licensed type are needed to meet this demand
- Where the new spaces need to be located to best meet identified needs. Consider any opportunities for co-locating child care facilities with organizations offering other services and programs benefiting children and their families, include an estimate of the number of spaces that can be co-located with each type of facility.

The final report should be written in plain language, and where possible, illustrate meaning with charts, tables, figures and photographs. A concise two-page summary must be provided in addition to the full report as a handout to general public and stakeholder groups. The District has received a grant from UBCM under the Community Child Care Planning Program, as such all project activities must be completed no later than March 1, 2020.

3. Resources

Resources can be obtained via the Contract Administrator or via www.sooke.ca/bylaws

4. Instructions to Proponents

Only complete submissions will be accepted. Partial submissions will not be considered. Submissions may be revised by written amendment, delivered to the location set out for delivery of submissions, before the Closing Date.

Should the proponent consider additional services and materials appropriate, it should be recommended in their proposal. The Proponent is to cost these additional items separately.

The proposal may include one or more quotations, must include estimated hours and timeframe involved and a letter of introduction, including name and address of Proponent and details of potential partnerships and business agreements contemplated for the project.

If delivered by hand/courier Proponents can submit one original hard copies AND one (1) digital (.pdf) copy (USB), of their Proposal.

The Proposal shall include a cover letter signed by a person authorized to legally bind the Proponent to the statements made in the Response to this RFP.

5. Communications and Enquiries

All enquiries regarding this RFP are to be directed in writing or by email, to the Contract Administrator prior to 2:00 PM PST specified closing date. Information obtained from any other source is not official and should not be relied upon. Enquiries and responses will be recorded and may be distributed to all Proponents at the District of Sooke's option.

Ivy Campbell
Email: icampbell@sooke.ca
Telephone: 250-642-1628

a. Addenda

The District will post an electronic copy of the written addendum on the District of Sooke's website at <http://sooke.ca/municipal-hall/documents-forms/tenders-and-rfps/>, and on BC Bid if the District determines that an amendment is required to this RFP. Each addendum will be incorporated into and become part of the RFP. No amendment of any kind to the RFP is effective unless it is contained in a written addendum issued by the District.

b. Examination of Contract Documents and Site

Proponents will be deemed to have carefully examined the RFP, including all attachments, Schedules, 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 Proposal.

c. Error in Proposal

No proposal shall be altered, amended, or withdrawn **AFTER** the closing date and time of the RFP. Negligence on the part of the Proponent in preparing the Proposal confers no right for withdrawal of the Proposal after it has been opened.

While the District has made considerable efforts to ensure an accurate representation of information in each respective RFP, the information contained in the RFP is supplied solely as a guideline for the Proponent and is not necessarily comprehensive or exhaustive. Nothing in a District RFP is intended to relieve the Proponent from forming their own opinions and conclusions in respect of the matters addressed in the RFP.

d. Withdrawal of Proposals

The Proponent may withdraw their Proposal at any time **PRIOR TO** the Proposal Closing Time by submitting a written withdrawal letter or email addressed to the Contract Administrator, Ivy Campbell, at the District's Planning Department, the Proposal will be returned.

e. Ownership of Proposals

All Proposals, including attachments and any documentation, submitted to and accepted by the District in response to this RFP become the property of the District.

f. Opening of Proposals

Proposals will **NOT** be opened in public.

6. Fees

The fee schedule for the work is to be submitted via the Proposal Form. The rates and total fees for each consultant must be identified in the fee schedule.

Any anticipated expenses are to be identified in the Proposal Form. The fee proposed will be considered the maximum upset fee by the District, and any expenditures beyond that amount will require approval by the District and will only be considered for increases in the scope of work proposed by or agreed to in advance by the District.

7. Payment

Payment for the work will be made upon completion of the project, satisfactory to the District.

8. Evaluation and Selection Criteria

The Request for Proposal is used to select a Proponent, who will have demonstrated a capability to complete the work described within the time frame specified and according to the following criteria, provided that this list is not exhaustive, or set out in any particular order of priority:

Proponent Profile & References
<ul style="list-style-type: none"> • Three (3) References • Specialties or capabilities of the Proponent • Provides evidence of being able to successfully perform this work on or ahead of schedule • Credentials of staff or subcontractors assigned to this project • Experience in child care space or demographics research • Ability to distill research into plain language documents free of industry or technical jargon
Proposed Approach & Methodology
<ul style="list-style-type: none"> • Suitability and comprehensiveness of proposal, indicating a thorough understanding of the request and the expected deliverables • Shows an understanding of the reporting and consultation process with the Contract Administrator
Fixed Fee Proposal
<ul style="list-style-type: none"> • The fee is competitive for the work identified, expected disbursements and for additional consulting • The fee is competitive with regards to the project budget • The fee is competitive with regards to other proposals • The fee is competitive with regards to additional consulting
Value Added
<ul style="list-style-type: none"> • Highlight any additional items that could assist obtaining comprehensive findings and making recommendations

The above criteria will be weighted as follows:

Proponent Profile & References – 30%

Proposed Approach & Methodology – 35%

Fixed Fee Proposal – 20%

Value Added – 15%

9. Negotiation

By submitting a Proposal, a Proponent accepts that a contract may be concluded upon notification by the District with the Proponent. The District reserves the right to negotiate. If the parties, after having bargained in good faith, are unable to conclude a contract, the District and the Proponent will be released without penalty or further obligations other than any surviving obligations regarding confidentiality and the District may, at its discretion, contact the Proponent of the next best rated Proposal and attempt to conclude a contract with it, and so on until a contract is concluded.

10. General Terms and Conditions

a. Right of the District to Cancel the RFP Process

The District is not bound to select a preferred Proponent or accept any Proposal and reserves the right in its sole discretion to postpone or cancel this RFP at any time for any reason whatsoever in accordance with the District's judgement of its best interest and to proceed with the Services in some other manner separate from this RFP process.

b. Acceptance and Rejection of Proposals

This RFP does not commit the District, in any way, to select the preferred Proponent, or to proceed to negotiations for a contract, or to award any contract.

The District reserves the right to:

- I. Accept a Proposal which is not the lowest priced;
- II. Reject any and all Proposals, including without limitation the lowest priced Proposal, even if the lowest priced Proposal conforms in all aspects with the RFP;
- III. Reject any Proposal at any time prior to execution of an Agreement;
- IV. Assess the ability of the Proponent to perform the contract and may reject any Proposal where, in the District's sole estimation, the personnel and/or resources of the Proponent are insufficient;
- V. Amend or revise the RFP by Addenda up to the specified closing date and time;
- VI. Reduce the Scope of Services required within the RFP and negotiate the price to reflect such change after award of an Agreement; and
- VII. Award an Agreement to the Proponent other than the one with the most points, if, in its sole determination, another Proposal is determined to be the Best Value to the District, taking into consideration the price and evaluation criteria of the RFP.

Under no circumstances shall the District be obligated to award an Agreement solely on the basis of proposed price.

The District may accept or waive a minor and inconsequential irregularity, or where applicable to do so, the District may, as a condition of acceptance of the Proposal, request a Proponent to correct a minor or inconsequential irregularity with no change in the Proposal.

The determination of what is or is not a minor or inconsequential irregularity, the determination of whether to accept, waive, or require correction of an irregularity and the final determination of the validity, will be the sole discretion of the District of Sooke.

c. No Claim for Compensation

Proponents are solely responsible for their own expenses in preparing and submitting Proposals, and for any meetings, negotiations, or discussions with the District or its representatives and consultants, relating to or arising from this RFP. The District and its representatives, agents, consultants and advisors will not be liable to any Proponent for any claims, whether for costs, expense, losses or damages, or loss of anticipated profits, or for any other matter whatsoever, incurred by the 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. Proponents agree that by participating in the RFP process, and or submitting a Proposal, they have no claim for compensation.

d. 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, if formed under, or arises from this RFP, exists prior to the signing of a formal written Contract.

e. Conflict of Interest

Proponents shall disclose in their Proposals any actual or potential Conflict of Interest and existing business relationships it may have with the District, its elected officials, appointed officials or employees.

f. Business License

The successful Proponent will be required to hold a valid District of Sooke business license for the duration of the project. The Proponent will be required to produce a copy of the business license on or before commencement of the project.

g. Solicitation of Council Members and District Staff

Proponents and their agents will not contact any member of the District Council or District Staff with respect to this RFP, other than the District Representative named in this document or authorized by Development Services, at any time.

h. Confidentiality and Freedom of Information

The District will retain all Proposals and they will not be returned to the Proponent except for any unopened Financial Proposals. All submissions will be held in confidence by the District. The District is bound by the *Freedom of Information and Protection of Privacy Act* (British Columbia) and all documents submitted to the District will be subject to provisions of this legislation.

All of the information contained within the RFP, including supplementary information provided electronically, is for the exclusive use of the Consultant team for the RFP preparation purposes only and is not to be made publicly available in any manner. The Consultant team shall not discuss this project with any member of the public at any time, for any reason whatsoever, without the prior written approval of the District of Sooke.

i. Consulting Services Agreement

A Consulting Services Agreement will be required between the District of Sooke and the successful proponent.

j. Sub-Consulting

Using a Sub-Consultant is acceptable provided the Sub-Consultant is clearly identified in the Proposal. This includes a joint submission by two Proponents having no formal corporate links. However, in

this case, one of these Proponents must be prepared to take overall responsibility for successful performance of the Contract and this should be clearly defined in the Proposal.

Sub-consulting to any firm or individual who's current or past corporate or other interests may, in the District's opinion; give rise to a conflict of interest in connection with this project will not be permitted. This includes, but is not limited to, any firm or individual involved in the preparation of this Request for Proposal.

Where applicable, the names of approved Sub-Consultants listed in the Proposal will be included in the Contract. No additional Sub-Consultants will be added or other changes made, to the list in the Contract without written consent of the District's Contract Administrator, Ivy Campbell.

k. Insurance

Except as may be otherwise expressly approved by the District in writing, the Proponent will, without limiting its obligations or liabilities herein and at its own expense, provide and maintain the following insurances with insurers licensed in British Columbia and in forms and amounts acceptable to the District:

- Professional Liability Insurance (Errors and Omissions) coverage of a minimum of \$500,000 per occurrence, \$1,000,000 aggregate.
- Comprehensive Liability Insurance with not less than \$2,000,000 coverage per occurrence, together with a Standard Non-Owned Automobile Liability. The District must be named as an additional insured on this policy and the policy shall contain a cross-liability clause.
- The successful consultant must also provide the District with a certificate issued by the insurer(s) as evidence of the coverage required on or before commencement of the project.
- Each policy of insurance required under this agreement shall be maintained during the continuance of this agreement and shall not be capable of cancellation unless 30 days' notice is first given to the District.
- The successful consultant must ensure that every sub-consultant provides and maintains insurance substantially in accordance with the requirements of this agreement. The successful consultant shall be as fully responsible to the District for acts and omissions of sub-consultants and of persons employed directly or indirectly by them as for acts and omissions of persons directly employed by the consultant.

The foregoing insurance shall be primary and not require the sharing of any loss by any insurer of the District.

The successful Proponent shall provide the District with evidence of all required insurance prior to the commencement of the Services. When requested by the District, the Proponent shall provide certified copies of required policies.

l. Time is of the Essence

Time is of the essence for the Contract, if awarded.

m. Governing Law

This agreement shall be governed by the laws of the Province of British Columbia.

n. Local Preference

Preference will be given to Proponents located within the region of Sooke where quality, service, and price are equivalent. This will include any of the Proponent's proposed sub-consultants, if applicable.

o. Litigation Clause

The District may, in its absolute discretion, reject a Proposal submitted by a Proponent, if the Proponent, or any officer or director of the Proponent is or has been engaged either directly or indirectly through another corporation in legal action against the District, its elected or appointed officers and employees in relation to:

- i. Any other contract for works or services; or
- ii. Any matter arising from the District's exercise of its powers, duties; or functions under the *Local Government Act*, *Community Charter* or another enactment, within five years of the date of this Request for Proposal.

In determining whether to reject a Proposal under this clause, the District will consider whether the litigation is likely to affect the Proponent's ability to work with the District, its consultants and representatives and whether the District's experience with the Proponent indicates that the District is likely to incur increased staff and legal costs in the administration of a Contract if it is awarded to the Proponent.

11. Closing Date for Proposals

The closing date for proposals will be **3:00 p.m. local time, May 1, 2019**. All proposals must be clearly marked with the name and address of the proponent and the 'Request for Proposal' title. Proponents are responsible for ensuring that digital and courier delivery occurs within the deadline. Late proposals will not be accepted and will be returned to the proponent unopened.