

# Request for Competitive Applications (RFA) for Infant Toddler Child Development Centers Co-Located in DC Public Schools – Fall 2023

DCPS Early Childhood Education Division Early Learning Partnership Program



District of Columbia Public f u b

The District of Columbia Public Schools (DCPS) is issuing this Request for Applications (RFA) from OSSE licensed providers participating in the Capital Quality Rating and Improvement System (QRIS) in the District of Columbia, ("Provider"), to operate one or more child development centers (CDC) serving infants and toddlers ages 6 weeks to 36 months (who do not meet the age requirements for DCPS Pre-K programming) at the following locations:

- Amidon-Bowen Elementary School 401 I St SW, Washington DC 20024 (2 classrooms).

4. Proven experience in the implementation of a child development / childcare program for infants and toddlers focused on promoting physical, social, emotional, and intellectual development of children using an OSSE-approved curriculum.

(1)-year renewal options, pending annual review by DCPS ECED, and the Provider agreement by DCPS and the Provider. The option to extend the term of the MOA will be subject to the programmatic requirements of DCPS and Provider's compliance with performance standards outlined in the MOA.

### **3. Use**

The selected Provider's sole use of the CDC shall be as a licensed CDC serving infants and toddlers. When enrolling students, the Provider will be expected to fully manage and operate its own recruitment, selection, and enrollment procedures, with preferences provided to:

- Children receiving a childcare subsidy with a sibling enrolled in co-located DCPS school.
- In-boundary children receiving a childcare subsidy.
- Sibling enrolled at co-located school.
- All other (with preference provided to children who meet Early Head Start eligibility criteria or who are eligible to receive a childcare subsidy voucher).



- a. Documentation of current OSSE Licensure.
- b. Verification of Background Checks for all CDC staff members.
- c. Certificate of Insurance that documents adherence to insurance requirements described below.
- d. Quarterly Enrollment and Attendance Reports (Fall, Winter and Spring quarters of each year).

The Provider will ensure all its employees, contractors, volunteers and other personnel providing services under this MOA ("CDC Personnel") submit to any background check required by DCPS, which may include, but is not limited to, a tuberculosis screening and a criminal background check pursuant to the Criminal Background Checks for the protection of Children Act of 2004 (D.C. Code § 4-1501.01, et seq. (2011)) and any rules promulgated thereunder, including D.C. Mun. Regs. Subt. 6-B, § 412, et seq. (2011).

**Monitoring & Reporting**

Upon award of the Infant Toddler Child Development Center(s), DCPS will be primarily responsible for monitoring the terms of the Memorandum of Agreement.

**Nondiscrimination in the Delivery of Services**

In accordance with the D.C. Human Rights Act of 1977, as amended, (D.C. Law 2-38, D.C. Official Code §§ 2-1401.01 et seq 1 e

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request.

### **Rights Reserved**

The District reserves the right to:

Cancel or withdraw the RFA at any time prior to or after the submission deadline;  
Issue modifications or clarifications to the RFA prior to the submission deadline;  
Reject any application it deems incomplete or unresponsive to the submission requirements;  
Reject all applications that are submitted under the RFA;  
Modify the deadline for submissions or other actions; and/or  
Reissue the RFA or a modified RFA whether or not any applications have been received in response to the initial RFA issuance.

The District may exercise one or more of these rights, in its sole discretion, as it may deem necessary, appropriate, or beneficial to the District.

### **No Conflicts of Interest**

In its response to this RFA, the Applicant should represent and warrant the following to the District:

No person or entity employed by the District or otherwise involved in preparing this RFA on behalf of the District (i) has provided any information to potential Applicants which was not made available to all entities potentially responding to this RFA, (ii) is affiliated with or employed by or has any financial interest in any potential Applicant, (iii) has provided any assistance to potential Applicant in responding to this RFA, or (iv) will benefit financially if any Applicant is selected in response to this RFA.

The Applicant has not offered or given to any District officer or employee any gratuity or anything of value intended to obtain favorable treatment under this RFA or any other

rendered pursuant to any other valid District contract.

The Applicant shall report to the District directly and without undue delay any information concerning conduct which may involve: (a) corruption, criminal activity, conflict of interest, gross mismanagement or abuse of authority; or (b) any solicitation of money, goods, requests for future employment or benefit of thing of value, by or on behalf of any government employee, officer or public official, any Applicant employee, officer, agent, subcontractor, or labor official, or other person for any purpose which may be related to the procurement of this RFA by Applicant, or which may affect performance in response to this RFA in any way.

**Change in Applicant Information**

If information provided in a submission changes (e.g., change or addition to any of the Applicant's team members or new financial information) the Applicant shall provide updated information in t( in)2.2 ( an)8 Tw 4.5 in 0.05 A T n 0.60 1 in 7. 0 8 0.462 T D 8 ( t)7.9 9 (la)J0 T-6.6 (n)2.2 ( )10.7 (t)-3 (o) f



from mandatory disclosure under FOIA (“exempt information”), the Applicant shall include the following legend on the title page of the submission:

THIS PROPOSAL CONTAINS INFORMATION THAT IS EXEMPT FROM MANDATORY DISCLOSURE UNDER THE DISTRICT’S FREEDOM OF INFORMATION ACT

In addition, on each page that contains information that the Applicant believes is exempt from mandatory disclosure under FOIA, the Applicant shall include the following separate legend: THIS PAGE CONTAINS INFORMATION THAT IS EXEMPT FROM MANDATORY DISCLOSURE UNDER THE DISTRICT’S FREEDOM OF INFORMATION ACT

On each such page, the Applicant shall also specify the exempt information and shall state the exemption category within which it believes the information falls. The District will generally endeavor not to disclose information which in the opinion of the District is exempt from disclosure. The District may, in its discretion, contact the Applicant to provide notice that their submission materials have been requested and provide the Applicant with the opportunity to further identify exempt information. The District will independently determine whether any information, whether designated by the Applicant or not, is exempt from mandatory disclosure. The District has the ultimate decision as to whether the information is exempt from disclosure. Moreover, exempt information may be disclosed by the District, at its discretion, unless otherwise prohibited by law, and the District shall have no liability related to such disclosure.

**Non-Liability**

By participating in the RFA process, the Applicant agrees to hold the District, its officers, employees, agents, representatives, and consultants harmless from all claims, liabilities, and costs related to all aspects of this RFA.

Please use this links above to complete Part IV and Part V of the application. If you have and challenges with the link, please contact Drue Docie ([drue.docie@k12.dc.gov](mailto:drue.docie@k12.dc.gov)). An overview of the Application Scoring Rubric is on page 10. Please note the Appendix on page 11.

## Application Scoring Overview

Application Section	Description	Points Possible
Curriculum/Instruction/Assessment	<p>Strong applications demonstrate:</p> <ul style="list-style-type: none"><li>• The use of a research-based comprehensive curriculum and child assessment system.</li><li>• The effective implementation of an instructional program that is grounded in research-based best practices.</li><li>• Detailed plans for building an - 1.347 0 Td(D)-3 0 Td(D)c3 (i)-2.7 (o)-11.3(e i)-2.7 td0.009 Tc 0.003</li></ul>	

Total Points: 36	
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Entering an MOA is contingent upon the CDC having adequate insurance coverage as determined by ORM. This language is included as a sample of the coverage and coverage conditions that may be required by the District of Columbia's Office of Risk Management (ORM), however, actual amounts

be effected using the ISO Additional Insured Endorsement form CG 20 10 11 85 (or CG 20 10 07 04 and CG 20 37 07 04) or such other endorsement or combination of endorsements providing coverage at least as broad and approved by the CO in writing. All of THE PROVIDER's and its subcontractors' liability policies (except for workers' compensation and professional liability insurance) shall be endorsed using ISO form CG 20 01 04 13 or its equivalent so as to indicate that such policies provide primary coverage (without any right

paragraph 3 shall include a waiver of subrogation endorsement for the benefit of Government of the District of Columbia.

4. Cyber Liability Insurance -THE PROVIDER shall provide evidence satisfactory to the CO of Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by THE PROVIDER in this agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. This insurance requirement will be considered met if the general liability insurance includes an affirmative cyber endorsement for the required amounts and coverages.
5. Employment Practices Liability -THE PROVIDER shall provide evidence satisfactory to the CO with respect to the operations performed to cover the defense of claims arising from employment related wrongful acts including but not limited to: Discrimination, Sexual Harassment, Wrongful Termination, or Workplace Torts, whether between employees of THE PROVIDER or against third parties. Employment Practices Liability coverage must specifically state Third Party Liability coverage is included. THE PROVIDER will indemnify and defend the District of Columbia should it be named co-defendant or be subject to or party of any claim. Coverage shall also extend to Temporary Help Firms and Independent Providers hired by THE PROVIDER. The policy shall provide limits of not less than \$1,000,000 for each wrongful act and \$2,000,000 annual aggregate for each wrongful act.
6. Professional Liability Insurance (Errors & Omissions) -THE PROVIDER shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this MP d1 s01 Tw 1(s)-4.3 ( Tw 1.92L8.3 (ro)-17.

\$5,000,000 per occurrence and \$5,000,000 in the annual aggregate, following the form and in excess of all liability policies. All liability coverages must be scheduled under the umbrella and/or excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance or reinsurance maintained by the District and the "other insurance" provision must be amended in accordance with this requirement and principles of vertical exhaustion.

B. PRIMARY AND NONCONTRIBUTORY INSURANCE

The insurance required herein shall be primary to and will not seek contribution from any other insurance, reinsurance or self-insurance including any deductible or retention, maintained by the Government of the District of Columbia.

C. DURATION. THE PROVIDER shall carry all required insurance until all MOA services are accepted MOcDOV2.479 (T)-45.9r t9 3 (R)-2.4E Tc 0 T(T)-45.9'm1-6ERsTI