

**REQUEST FOR PROPOSALS
FOR LICENSE OF DISTRICT OWNED SPACE
FOR CHILD DEVELOPMENT CENTERS**

REQUEST FOR PROPOSALS

Child Development Center Opportunity



Issue Date: February 2, 2018

Submission Deadline: 3:00 p.m., March 19, 2018

DGS-RFP-2018-02

SECTION A. EXECUTIVE SUMMARY

The Department of General Services (the “**Department**” or “**DGS**”), on behalf of the District of Columbia (the “**District**”), in conjunction with the University of the District of Columbia (“**UDC**”) (collectively, “**Licensor**”), is issuing this Request for Proposals (“**RFP**”) to qualified childcare provider(s) (“**Licensee**”) to license space in two (2) facilities located at: Deanwood Recreation Facility, 1350 49th St NE (“**Deanwood**”); and Building 41 of UDC’s Van Ness Campus, 4200 Connecticut Ave NW (“**Van Ness**”; together with Deanwood, “**Child Development Center**” or “**CDC**”). A description of each Child Development Center is provided in **Exhibits B, C, D, and E attached hereto**. The selected Contractor(s) shall provide all personnel, management, supervision, and resources necessary to license and operate the Child Development Center and to perform the requirements set forth below in Section B.

The selected Contractor(s) will operate a quality Child Development Center under a license agreement with an initial term up to five (5) years, with five (5) one (1)-year renewal options.

The top three (3) proposals for each Child Development Center location, with the highest quantitative scores, will be short listed by the Review Panel (defined below).

With this solicitation, DGS intends to award one license per location and does not anticipate award to multiple respondents.

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Tours of the Child Development Centers will be held on February 16, 2018. Attendance is not mandatory, but encouraged.

The points of contact for DGS are:

Yohance Fuller | Portfolio Director
Department of General Services
yohance.fuller@dc.gov

Tiwana Hicks | Supervisory Realty Specialist
Portfolio Management Division
Department of General Services
tiwana.hicks2@dc.gov

The points of contact for UDC are:

Shauna N. Brew | Real Estate Services Manager
Office of the Vice President for Real Estate and Facilities Management
University of the District of Columbia
sbrew@udc.edu

SECTION B. SOLICITATION OBJECTIVES

DGS intends to enter into a contract to provide space at Deanwood and Van Ness to a qualified provider of childcare services. A license agreement will be executed between the District and the selected Provider for Deanwood and between UDC and the selected Contractor for Van Ness (each, a “**License**”).

A successful Contractor’s program must at a minimum demonstrate evidence of the following:

- Proven experience operating a childcare development center in a first-class and professional manner. OSSE will monitor the quality of the center using the Infant/Toddler Environment Rating Scale (ITERS) tool.
- An educational program focused on promoting optimal physical, social, emotional and intellectual development of each enrolled child.
- A program that will charge reasonable, yet competitive rates to the public.
- The ability to complete any required Site Work (as defined below). The completion of the Site Work shall be a condition to the commencement of operations of the Child Development Center.

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SECTION C. LICENSE TERMS AND REQUIREMENTS

1. License Fee and Operating Costs

The selected Contractor(s) will not be charged a license fee to operate the Child Development Center. The Licensor will provide water, gas, and electrical service to the licensed space. The Contractor(s) will reimburse the Licensor for the cost of utilities through the License Agreement. The Contractor(s) will be responsible for payment of all other operational costs including personnel, food, supplies, security and parking.

2. Term

The initial term of the License shall be up to five (5) years with five (5) successive one (1)-year renewal options, subject to negotiation and based upon the mutual agreement of the parties. The option to extend the term of the License will be subject to the Contractor's compliance with minimum performance standards outlined in Section D of this Request for Proposals and the terms of the existing license agreement.

Notwithstanding the foregoing, at any time the Department or UDC, as applicable, may, upon prior written notice to Contractor, elect to terminate the License.

3. Use

The Contractor's sole use of the Child Development Center shall be as a licensed childcare development center serving infants, toddlers, and/or preschool children. Preference should be given to particular groups of children according to the following specifications:

- a. Residents of the District of Columbia.
- b. At Van Ness, children of staff and faculty of UDC will receive a set aside of up to 30% of seats.

4. Site Work

The Contractor shall be responsible for any required Site Work. **"Site Work"** shall mean all interior improvements required to place the Child Development Center in accordance with all applicable laws and licensure requirements set forth by the DC Department of Consumer and Regulatory Affairs and the Office of the State Superintendent of Education that enables Contractor to properly operate a childcare development facility. Minimum requirements for the Site Work shall be:

- a. Contractor shall furnish all appliances, equipment, furniture, supplies, storage, decorating, painting, and signage necessary for the efficient and effective operation of Child Development Center.
- b. Contractor shall provide appropriate security for the Child Development Center during and outside of business hours, as deemed necessary or appropriate by Contractor and in compliance with District childcare licensure requirements.

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- c. Contractor shall secure and will be responsible for all costs associated with telephone and Internet access.

The scope of work, schedule and budget for the Site Work shall be subject to DGS and/or UDC review and approval. The budget shall include the total cost of the Site Work.

5. Maintenance and Repair

Contractor shall, at its sole cost and expense, keep the Child Development Center clean and in good condition and repair during the term of the License. Contractor's responsibilities will include, but not be limited to: (1) trash removal; (2) daily cleaning and tidying of the premises, including cleaning and disinfecting all table tops, changing tables, counter tops, toys and chairs; (3) performing janitorial and pest control services; and, (4) nonstructural repairs and maintenance. The District and UDC, as applicable, shall be responsible for routine maintenance of the plumbing system, heating, ventilation and air conditioning system, structural components, and the building exterior of the licensed space.

6. Insurance

Contractor shall be required to maintain insurance coverages set forth in the License including any and all required to be in compliance with District child development center licensure requirements in the types and amounts to be specifically set forth in the License. All such insurance shall name "District of Columbia, a municipal corporation" as an additional insured/loss payee, as the case may be and provide for a waiver of subrogation in favor of the District of Columbia. All insurance shall be placed with insurers that are reasonably acceptable to the Department and with an A.M. Best's rating of not less than a then current rating of "A-" or better and a financial size category of Class XV or higher. All such insurers shall be licensed in and approved to do business in the District of Columbia.

7. Permits

Contractor shall be responsible for obtaining any and all District licenses required to perform the Site Work, operate the Child Development Center and to conduct business in the District of Columbia.

SECTION D. PERFORMANCE STANDARDS

The minimum performance standards are as follows:

1. That each child receives an individual program based on his/her needs.
2. That the Child Development Center, including serving areas, is clean and sanitary at all times.
3. Selecting a staff of cordial employees.
4. Providing a safe, healthy, pleasant and attractive environment.

SECTION E. SOLICITATION RESPONSE REQUIREMENTS

Contractors may respond to one or multiple Child Development Center locations detailed in this

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solicitation. Contractor shall include in its proposal information about its organization, how it will satisfy the objectives and requirements set forth above. Proposals shall include the information that is outlined below for each location response. Offers must also include completed RFP Summary Sheet attached to this RFP. **(See Form in Exhibit A)**

1. A Transmittal Letter on company letterhead and signed by an individual authorized to legally bind the Contractor. The Transmittal Letter must include:
 - a) Identification of the type of legal entity with whom the District would contract.
 - b) Identification of Contractor, including all members or partners and percentage interests.
 - c) Project vision describing Contractor's goals and vision for the Child Development Center, including a statement of educational philosophy and mission.

2. An Executive Summary of the Contractor's Business Plan that details:
 - a) Provide a summary profile of the firm/organization, including year founded, form of organization, number and location of offices and existing child care development facilities, number of employees, childcare rates charged, and general condition of firm's financial condition. List any professional organization accreditations held by the firm/organization.
 - b) Briefly describe your history and background, demonstrating a minimum of 2 years prior experience managing or operating childcare development facilities.
 - c) A summary of the current staff, including center directors and teachers; describe their experience and qualifications, tenure with the organization, and any specialized trainings or degrees they may have. Organization's may also include, but is not required, a summary of salary scales and benefits for staff.
 - d) A summary of: how the organization defines or aspires to provide quality care to children; current parent and family engagement practices; and, how the organization proposes to manage a student waitlist, if necessary. Contractor may also submit additional written materials that expand on the organization's goals and vision, such as handbooks and parent information and resources.
 - e) Staffing patterns, with accompanying staff qualifications.
 - f) A proposed schedule for beginning operations of the Child Development Center.
 - g) Schedule for obtaining Child Development Center License, including all required steps, and any accreditations.
 - h) If appropriate, an estimate of the number of jobs that will be created as a result of the proposed Child Development Center.

3. A Cost Proposal that includes:
 - a) A statement of financial capabilities along with your two (2) most recent audited financial statements and/or financial institution commitments, such as an Irrevocable Letter of Credit.
 - b) A cost-per-week (or rate structure) for each category of user. Identify any anticipated additional out - of - pocket costs to registrants besides tuition. Specify the services to be included in the tuition (e.g., food, special classes). Specify the number of hours of care per day the tuition fee reflects. Indicate, if appropriate, what charges will be for additional hours. The District prefers tuition to be all inclusive with the exception of diapers /diapering supplies (wipes, creams, etc.). Also include rates for summer programs, if any.
 - i. For organizations responding to Van Ness, there will be an expectation of 30% of seats to be set aside for priority access to staff and/or

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students of the University of the District of Columbia. The process and timeline for placement will be finalized as part of final license negotiations.

- c) An estimated three (3)-year operating budget for the facility's operations.
- 4. Three references (names, affiliations, and telephone numbers) with firsthand knowledge of the Contractor's ability to successfully perform the requirements of this RFP.
- 5. Licensure Status:
 - a) Evidence of OSSE/other State Licensure for other child development facility/ies, including a summary of the last two years of monitoring visits, unusual incident reports and substantiated complaints.
 - b) Proof of District of Columbia Citywide Clean Hands Certification (<https://ocfocleanhands.dc.gov/cch/ComplianceCheck.aspx>).
 - c) Proof of DC Certificate of Good Standing.
- 6. If responding to Van Ness, the following is also required:
 - a) Proposal for potential partnership with the University of the District of Columbia's early childhood education certification program.
 - b) Organization should include a summary, no more than one page, that details how the organization would propose partnering with the University of the District of Columbia's early childhood education certification program, including but not limited to: how organization would support placement of training teachers; and observations of training teachers and student teachers.
 - c) Organizations locating at Van Ness will be required to negotiate with the early childhood education certification program as part of the license process, to work towards a final agreement for a partnership.

Bonus Points for the Items Below:

- 7. **Accreditation.** Please describe (and attached evidence of) your accreditation status and/or progress towards accreditation.
- 8. **Service to Students Receiving Child Care Subsidy.** Please describe the status and history of a subsidy agreement between your organization and the appropriate government agency. If no current agreement is in place, explain why. Also specify the government agency and attach as evidence a copy of your current or most recent subsidy agreement, if applicable.

Exceptions: In the event that Contractor desires to take exception to any term or condition set forth in this RFP or the License, said exceptions must be clearly identified in Contractor's response to this RFP. Exceptions or deviations to any of the terms and conditions must not be added to the proposal pages but must be included separately as an addendum to the Proposal Submission Package.

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SECTION F. SELECTION PROCESS AND CRITERIA (SEE FORM IN EXHIBIT F)

DGS staff will review each proposal submitted and shall generate short list of the top three (3) proposals submitted for each Child Development Center (“**Short Listed Offers**”). Short Listed Offers shall be based on the responses to this RFP with respect to the criteria and requirements set forth in Sections B through E.

Short Listed Offers shall be subject to a qualitative analysis completed by DGS, the Office of the Deputy Mayor for Education, and UDC (collectively, “**Review Panel**”). The Review Panel shall verify the financial sustainability and references of those comprising the Short Listed Offers. The Review Panel shall then make its Contractor selection recommendations to the District.

SECTION G. SUBMISSION FORMAT AND DUE DATE

Please provide four (4) hard copies and two (2) electronic copies (via a USB drive) in Microsoft Word and PDF of the proposal portion of the submittal, which shall be limited to a maximum of twenty-five (25) pages, single sided in 12-point font size on 8.5”x 11” paper. Offers must also include a **signed DC DGS FORM S-103** attached to this RFP. (**See Form in Exhibit G**)

Offers must be mailed or hand delivered to:

Department of General Services
ATTENTION: Tiwana Hicks
REFERENCE: DGS-RFP-2018-02
2000 14TH Street, NW, 8th Floor
Washington, DC 20009

No phone calls please. All questions should be sent via email to tiwana.hicks2@dc.gov. Responses will be provided on the DGS website located @ <http://dgs.dc.gov>.

Electronic mail and facsimile Offers will not be accepted. Each Offer shall be submitted in a sealed envelope conspicuously marked: “**Offer in Response to DGS-RFP-2018-02**”

Offers must be submitted to DGS with all required information and documentation by 3:00 pm on March 19, 2018 in order to be considered. NO EXCEPTIONS.

Submission finalists will be notified within 14 days after the submission deadline listed above.

This Request for Proposals shall not be considered an offer to lease and DGS reserves the right to withdraw or modify this Request for Proposals at any time.

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Attached Exhibits

- A. RFP Summary Sheet
- B. Van Ness Map
- C. Van Ness Information Sheet
- D. Deanwood Map
- E. Deanwood Information Sheet
- F. Evaluation Criteria
- G. Solicitation and Offeror's Acknowledgement Form

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**Exhibit A.
RFP Summary Sheet**

Licensee: _____

Primary Contact for Proposal and Address:

Primary Contact for Proposal: _____

Contact Phone: _____

Contact Email Address: _____

Years of Experience: _____

Number of Current Child Development Facilities Under Management: _____

Proposed Number of Children Served: _____

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Exhibit B.

Van Ness (Building 41, 4200 Connecticut Ave., NW) Map

Map Source: <https://www.udc.edu/about/campus-map/>



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Exhibit C.

Van Ness Information Sheet

Spec: Two classrooms and other facility space

Size: Approximately 4,780 square feet

Use: Limited to child development facility

Hours of Operation: To be determined by Licensee, subject to applicable laws

Condition of Premises: "As Is" "Where Is"

Licensee Responsibility: All operating costs and expenses related to Licensee's business operations and the property.

Summary:

The CDC is located on the ground floor/Level A of Building 41 and it was renovated within the last 7 years. The child care space accommodates an average of 30 children.

The CDC drive up/drop-off entrance on Van Ness Street enables families safe and close access to the CDC entrance. The layout of the CDC keeps public areas and the private classroom areas well separated. The lobby area has entrances from the drop-off and from the main campus plaza. The receptionist area serves both entrances. Staff areas are on the north side of the lobby with play area entrances and services areas (kitchen and laundry) to the south.

The large play areas have bright colors and are divided into different zones for different types of activities. Upon entering, a well-defined area of cubbies ensures that coats and items are properly stored. Each play area has its own toilet rooms with child size toilets and a lower height lavatory.

Space includes:

Staff/Public Corridor

Parent Waiting Reception

Director's Office Staff Lounge

Adult Toilet

Kitchen

Storage Area

Washer and Dryer

Outdoor Play Area

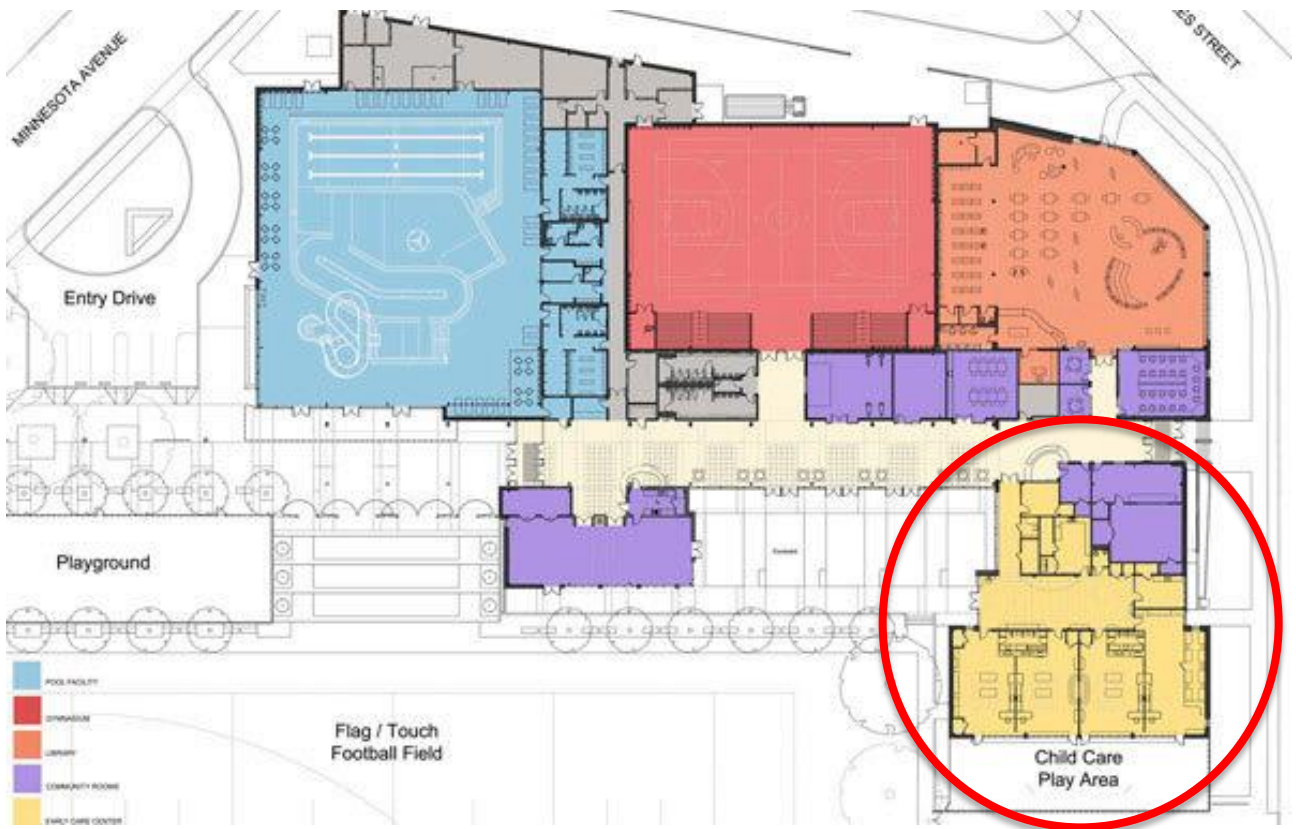
2 Classroom Areas

Toilet Storage

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Exhibit D.**

Deanwood Recreation Center (1350 49th St NE) Layout

Layout source: <http://www.eekarchitects.com/portfolio/20-sustainable-design/69-deanwood-community-center-library>



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Exhibit E.**

Deanwood Recreation Center (1350 49th St NE) - Information Sheet

Spec: Four classrooms

Size: Approximately 3,000 square feet

Use: Limited to child development center

Hours of Operation: To be determined by Licensee, subject to applicable laws

Condition of Premises: "As Is" "Where Is"

Licensee Responsibility: All operating costs and expenses related to Licensee's business operations and the property.

Summary:

There are currently four (4) classroom spaces and an outdoor play area located on the ground level of Deanwood Recreation Center. Each classroom is approximately 750 square feet.

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Exhibit F.
Evaluation Criteria**

DESCRIPTION	POINTS
1. Transmittal/Vision Letter	10 points
2. Business Plan	50 points
3. Cost Proposal	30 points
4. References	5 points
5. Licensure/Certification Status	5 points
TOTAL SCORE	100 points
6. Accreditation	5 pts
7. Service to Students Receiving Child Care Subsidies	5pts
MAXIMUM SCORE	110 points

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Exhibit G.

Solicitation and Offeror's Acknowledgement Form

**DC DEPARTMENT OF GENERAL SERVICES CONDITIONS APPLYING TO SOLICITATION AND
OFFEROR'S ACKNOWLEDGEMENT**

THE UNDERSIGNED hereby certifies that it has read and affirms that its offer in response to Solicitation No. **DGS-RFP-2018-02** is submitted subject to the following conditions of solicitation:

100 Limitations on DGS' Authority to License

Offerors should be aware that execution by DGS of a license for expenditure in excess of \$1,000,000 in any 12-month period is subject to authorization by the Council of the District of Columbia. All financial obligations of the District under a license or any other agreement are subject to the provisions of (i) the federal Anti-Deficiency Act (31 U.S.C. §§ 1341, 1342, 1349-1351, 1511-1519 and D.C. Official Code §§ 1-206.02(e) and § 47-105 (2001)), (ii) the District of Columbia Anti-Deficiency Act (D.C. Official Code §§ 47-355.01 et seq. (2006 Supp.)); and (iii) § 446 of the District of Columbia Home Rule Act (D.C. Official Code § 1-204.46 (2006 Supp.)), each as may be amended from time to time. The District cannot obligate itself to expend any funds without first obtaining a congressional appropriation of funds for such purpose. DGS makes no commitment (nor is authorized to make any commitment) to enter into any license and does not intend to proceed with any proposed license until all applicable laws have been satisfied.

101 DGS reserves the right with respect to the Solicitation to:

- a. Cancel, withdraw or modify the Solicitation prior to or after the submission deadline;
- b. Modify or issue clarifications to the Solicitation prior to the submission deadline;
- c. Reject any submission it deems incomplete or unresponsive to the submission requirements;
- d. Consider a submission that is in noncompliance with the submission requirements;
- e. Reject all submissions that are submitted under the Solicitation;
- f. Modify the deadline for submissions or other actions; and
- g. Reissue the Solicitation, a modified Solicitation, or a new Solicitation whether or not any submissions have been received in response to the initial Solicitation issuance.

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

102 Notice of Modifications

DGS will post on its website (<http://DGS.dc.gov>) any notices or information regarding cancellations, withdrawals, modifications to deadlines, and other modifications to this Solicitation. Offerors shall have an obligation to check the website for any such notices and information, and DGS shall have no duty to provide direct notice to Offerors.

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103 Further Efforts

DGS may request that Offerors clarify their submissions and/or submit additional information pertaining to their submissions. DGS may request best and final submissions from any Offeror and/or request an oral presentation from any Offeror.

104 Restricted Communications

Upon release of this Solicitation and until selection of an Offeror, Offerors shall not communicate with DGS staff or other District staff about the Solicitation or issues related to the Solicitation except as authorized in this Solicitation or in a public meeting in connection with this Solicitation.

105 Selection Non-Binding

The selection by DGS of an Offer indicates only an intent by DGS to negotiate with the Offeror and the selection does not constitute a commitment by DGS to execute a final license with the Offeror. DGS may terminate, in its sole and absolute discretion, negotiations with any Offeror if such Offeror introduces comments or changes to a license agreement that are inconsistent with its previously submitted offer materials.

106 No Conflicts of Interest, Improper Influence, Etc.

In its response to the Solicitation, the Offeror shall represent and warrant the following to the District.

1. The compensation to be requested, offered, paid or received in connection with this Solicitation has been developed and provided independently and without consultation, communication or other interaction with any other competitor for the purpose of restricting competition related to this Solicitation or otherwise.
2. No person or entity employed by the District or otherwise involved in preparing this Solicitation on behalf of the District (i) has provided any information to potential Offerors which was not made available to all entities potentially responding to this Solicitation, (ii) is affiliated with or employed by or has any financial interest in any potential Offeror, (iii) has provided any assistance to potential Offeror in responding to this Solicitation, or (iv) will benefit financially if any Offeror is selected in response to this Solicitation.
3. The Offeror has not offered or given to any District officer or employee any gratuity or anything of value intended to obtain favorable treatment under this Solicitation or any other solicitation or other contract, and Offeror has not taken any action to induce any District officer or employee to violate the rules of ethics governing the District and its employees. Offeror has not and shall not offer, give or agree to give anything of value either to the District or any of its employees, agents, job shoppers, consultants, managers or other person or firm representing the District, or to a member of the immediate family (i.e., a spouse, child, parent, brother or sister) of any of the foregoing. Any such conduct shall be deemed a violation of this Solicitation. As used herein, "anything of value" shall include but not be limited to any (a) favors, such as meals, entertainment, transportation (other than that contemplated by this Solicitation, if any, or any other contract with the District), etc., which might tend to obligate a District employee to Offeror, and (b) gift, gratuity, money, goods, equipment, services, lodging, discounts not available to the general public, offers or promises of

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employment, loans or the cancellation thereof, preferential treatment or business opportunity. Such term shall not include work or services rendered pursuant to any other valid District contract.

4. The Offeror 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 Offeror employee, officer, agent, subcontractor, or labor official, or other person for any purpose which may be related to the procurement of this Solicitation by Offeror, or which may affect performance in response to this Solicitation in anyway.

5. No member, employee, contracted agent, or consultant of Offeror was a District employee, consultant, or contractor to the District within three (3) years prior to the publication of the Solicitation except as Offeror has disclosed in writing to DGS as part of its Offer. Offeror will notify DGS of any new hire of an employee, contracted agent, or consultant who was a District employee, consultant, or contractor to the District within three (3) years prior to the publication of the Solicitation within five (5) days of any such hire.

Required disclosures and representations notwithstanding, failure to comply with any obligation described in this Section 106 may result, in DGS' sole and absolute discretion, in the Offeror's disqualification from consideration under this Solicitation, the rescission of the Offeror's award, and/or termination of any agreement between the Offeror and the District.

107 Confidentiality

Submissions and all other information submitted in response to a Solicitation are subject to the District's Freedom of Information Act (D.C. Official Code § 2-531 et seq.) ("FOIA"), which generally mandates the disclosure of documents in the possession of the District upon the request of any person, unless the content of the document falls within a specific exemption category.

If an Offeror provides information that it believes is exempt from mandatory disclosure under FOIA ("exempt information"), the Offeror 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 Offeror believes is exempt from mandatory disclosure under FOIA, the Offeror shall include the following separate legend:

THIS PAGE CONTAINS INFORMATION THAT IS EXEMPT FROM MANDATORY DISCLOSURE UNDER THE DISTRICT'S FREEDOM OF INFORMATION ACT 12

On each such page, the Offeror shall also specify the exempt information and shall state the exemption category within which it believes the information falls.

Although DGS will generally endeavor not to disclose information designated by the Offeror as exempt information, DGS will independently determine whether the information designated by the Offeror is exempt from mandatory disclosure. Moreover, exempt information may be disclosed by DGS, at its sole discretion, unless otherwise prohibited by law, and the District shall have no liability

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related to such disclosure.

108 Ownership and Use of Submissions

All submissions shall be the property of the District. The District may use any and all ideas in any submission, whether the submission is selected or rejected.

109 Non-Liability

By participating in the Solicitation process, the Offeror 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 solicitation.

110 Questions

Any questions regarding this Solicitation should be submitted via e-mail to tiwana.hicks2@dc.gov. Offerors shall not direct questions to any other person affiliated directly or indirectly with the District. Responses to Offeror questions will be posted to the DGS website at: <http://DGS.dc.gov>.

Date: _____

Name: _____

Title: _____

Offeror: _____