

# 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 Schools  
Early Childhood Education Division  
1200 First St. NE  
8<sup>th</sup> Floor Washington, DC 20002**

**RFA Release Date: October 30<sup>th</sup>, 2023  
Submission Deadline: December 27<sup>th</sup>, 2023**

For more information, please contact  
Drue Docie at [drue.docie@k12.dc.gov](mailto:drue.docie@k12.dc.gov)

## Request for Applications from Child Development Center Providers

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).
- Whitlock Elementary School 1300 44th St NE, Washington, DC 20019 (4 classrooms).
- Miner Elementary School 601 15th St NE, Washington, DC 20002 (4 classrooms).
- Garfield Elementary School 2435 Alabama Ave SE, Washington, DC (4 classrooms).

Providers must hold the QRIS designation of Quality or High Quality (High Quality preferred). The selected Provider shall provide all personnel, management, supervision, and other necessary resources to license and operate the CDC(s) and perform the requirements outlined below and set forth fully in a Memorandum of Agreement (MOA) to be executed by the selected Provider and DCPS.

The selected Provider will operate high-quality CDC program(s) under said MOA, with an initial term of one (1) year, with the option of renewal for additional one-year terms, by written agreement signed by both parties prior to expiration of the Term or any subsequent term agreed to pursuant to this provision.

[Link to Application for CDC at Amidon-Bowen Elementary](#) (Please note microsite info in application.)

[Link to Application for CDC at Whitlock Elementary](#)

[Link to Application for CDC at Miner Elementary](#)

[Link to Application for CDC at Garfield Elementary](#)

### Part I: Applicant Requirements

DCPS seeks to collaborate with a high-quality child development center / child care Provider to offer full-day, year- round, child development center services for infants and toddlers at the CDC.

Successful applicants must at a minimum demonstrate evidence of the following:

1. Proven experience of at least 10 years operating an OSSE licensed child development center / childcare program for infants and toddlers in the District of Columbia (additional NAEYC accreditation preferred).
2. Participation in OSSE's Capital Quality Rating and Improvement System with a designation of Quality or High Quality.
3. Demonstrated experience processing and providing support for families to access childcare subsidy vouchers in the District.

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.
5. Proven experience operating a CDC / childcare program that prioritizes family partnership, support, and engagement.
6. A current Provider Agreement with OSSE to provide subsidized childcare services.
7. A commitment to promoting school readiness for children under 5 from low-income families through education, health, social and other services (Early Head Start and/or Head Start familiarity preferred).
8. A letter of support of the application from the Provider's board of directors (if applicable) acknowledging their understanding of the process and related commitments and their ability to meet the terms of the RFA, should the application be awarded.
9. A commitment to ensuring every student feels loved, challenged, and prepared to positively influence society and thrive in life by promoting equity, empowering staff, ensuring excellent center / schools, educating the whole child, and engaging families.

## Part II: Terms and Requirements

An application serves as an attestation that, if awarded, the applicant will assume the following duties and responsibilities in support of the child development center(s):

### 1. License Fee and Operating Costs

The selected Provider will be required to obtain a building-use license and enter into a space usage agreement with the D.C. Department of General Services (DGS). The provider will not be charged rent for the use of the CDC space, although the space usage agreement with DGS will include a small operational fee. The operational fee will be based on the percentage of usable school building space occupied by the CDC. The fee will cover the cost of normal facilities management expenses including but not limited to landscaping, snow/ice removal, and building engineering services of the shared space.

The selected Provider will not be charged fees or expenses outside of the operational fee. DCPS will cover other expenses that are not included in the operational fee, such as water, gas, and electrical service.

The selected Provider will be financially responsible for all other CDC operational costs including but not limited to insurance, personnel (including instructional, custodial, and security), classroom furnishings and supplies, cleaning materials, telecommunications and internet costs, and any other costs associated with the operation of a CDC.

### 2. Term

The initial term of the MOA shall be for one (1) year with the possibility of successive one

(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).
- Require proof of D.C. residence for children to enroll.

### **4. Equipment, Maintenance, and Repairs**

The Provider shall, at its sole cost and expense, in accordance with all applicable laws and licensure requirements set forth by the DC Department of Consumer and Regulatory Affairs (DCRA), and the OSSE that enables the Provider to properly operate a child development center, keep the CDC clean, well maintained and in good repair during the term of the MOA. Such responsibilities include:

- a. The selected provider shall furnish all appliances, equipment, furniture, supplies, storage, decorating, painting, and signage necessary for the efficient and effective operation of the CDC; and
- b. The selected provider shall be responsible for all costs associated with securing, maintaining, and repairing telecommunications and computer equipment, and Internet access.
- c. The selected provider shall be responsible for all food and nutrition services and provisions for the CDC.

Additional responsibilities will include but may not be limited to: (1) trash removal; (2) daily cleaning and tidying of the CDC premises in alignment with Early Head Start standards, including cleaning and disinfecting all tabletops, changing tables, counter tops, toys and chairs as per licensing requirements; (3) performing janitorial and pest control services; and (4) nonstructural repairs and maintenance.

Department of General Services (DGS) shall be responsible for routine maintenance of the plumbing system, heating, ventilation, and air conditioning systems, structural components, and the building exterior of the licensed space per the building-use license formed between DGS and the Provider.

The selected provider must also comply with all DCPS health and safety measures including those related to coronavirus.

## **5. Insurance**

The selected provider shall be required to maintain insurance coverages as required by the District of Columbia Office of Risk Management (ORM), a District of Columbia agency outside of DCPS. The insurance coverage amount will be based upon a number of factors as established by ORM and required coverages will be communicated to the selected provider after the parties reach a draft MOA.

The selected provider shall also 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.

## **6. Permits**

The selected provider shall be responsible for obtaining any and all District licenses required to operate a CDC / child care center at the CDC and to conduct business in the District of Columbia.

## **7. Monitoring**

The selected provider demonstrates a willingness to be monitored by the DCPS Early Childhood Education Division including participation in an Annual Review of the Provider's function and performance, including twice yearly walk-throughs of CDC classrooms, and review of the annual report in coordination with the Provider, school leadership and ECED staff member. Additionally, the Provider agrees to submit an annual report including the documentation listed below to DCPS Central Office each year, as part of DCPS' Annual Holistic Review Process:

- 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).

## Part III: General Provisions

### **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.), it shall be an unlawful discriminatory practice for a District government agency or office to limit or refuse to provide any facility, service, program, or benefit to any individual on the basis of an individual's actual or perceived: race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, familial status, family responsibilities, disability, matriculation, political affiliation, source of income, or place of residence or business.

Additionally, all benefits or advantages issued by or on behalf of the government of the District of Columbia pursuant to this RFA and subsequent Common Financial Reporting Standards Grant requires, and is conditioned upon, full compliance with the provisions of the D.C. Human Rights Act and failure or refusal to comply with any provision of the Act is a basis for revocation of such benefit or advantage.

### **Document Retention**

Recipients are required to maintain complete documentation of activities including financial records, supporting documents, statistical records, and all other records pertinent to this award for a period of five years from the end date of the program period to ensure that such documentation is available to the DCPS and/or other authorized entities for review, upon

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 solicitation or other contract, and Applicant has not taken any action to induce any District officer or employee to violate the rules of ethics governing the District and its employees. Applicant 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 RFA. 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 RFA, if any, or any other contract with the District), etc., which might tend to obligate a District employee to Applicant, and (b) gift, gratuity, money, goods, equipment, services, lodging, discounts not available to the general public, offers or promises of 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.

- 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 the same format for the appropriate section of the RFA and the District may consider the modified submission.

#### **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. No Applicant shall be entitled to compensation or reimbursement of costs in connection with their submission of a response to this RFA.

#### **Further Efforts**

The RFA Review Panel may request that Applicants clarify their submissions and/or submit additional information pertaining to their submissions; the RFA Review Panel may request best and final submissions from any Applicant and/or request an oral presentation from any Applicant.

#### **Restricted Communications**

Upon release of this RFA, potential Applicants shall not communicate with the Review Panel or any District staff about the RFA or issues related to the RFA except as authorized in this RFA.

#### **Confidentiality**

Submissions and all other information submitted in response to this RFA 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. An example of an exemption category is "trade secrets and commercial or financial information obtained from outside the government, to the extent that disclosure would result in substantial harm to the competitive position of the person from whom the information was obtained." If an Applicant provides information that it believes is exempt



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.

#### **Part IV & Part V: Application & Provider information**

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	<b>Strong applications demonstrate:</b> <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 effective and collaborative partnership with DCPS school admin and staff in support of children's learning and development.</li> <li>Effective use of program data to document program effectiveness.</li> <li>A history of implementing effective child transition practices.</li> </ul>	15
Family Support & Services	<b>Strong applications demonstrate:</b> <ul style="list-style-type: none"> <li>The effective implementation of a research-based parenting curriculum.</li> <li>A history of implementing effective parent engagement and support practices that are grounded in a strengths-based and parent-empowerment approach.</li> <li>Effective use of program data to document</li> </ul>	9
	the effectiveness of the program's family engagement and support practices. <ul style="list-style-type: none"> <li>Detailed plans for building an effective and collaborative partnership with co-located DCPS school staff in support of families and in ways that promote parent engagement, support, and empowerment.</li> </ul>	
Community Engagement	<b>Strong applications demonstrate:</b> <ul style="list-style-type: none"> <li>Experience within the community(ies) of the programs for which they are applying and deep knowledge of the community's characteristics, strengths, assets, and needs.</li> <li>Connections and partnerships within the community or communities where CDC(s) are located.</li> <li>A detailed and thoughtful plan for leveraging the strengths and assets of the relevant community in order to implement a high-quality CDC that is reflective of and responsive to the characteristics of the population.</li> </ul>	12

	<b>Total Points: 36</b>	
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## Appendix A

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 will depend on the size of the program and other factors as taken into consideration by ORM. Actual coverage will be determined by ORM after DCPS selects an organization pursuant to the RFA:

### LIABILITY:

THE PROVIDER shall be solely liable for all property damage and bodily injury claims arising from or related to the services provided by THE PROVIDER and THE PROVIDER's Personnel pursuant to this MOA. DCPS shall not be liable, whether by way of contribution or otherwise, for any damages incurred by THE PROVIDER or THE PROVIDER's Personnel or arising from any acts or omissions of THE PROVIDER or THE PROVIDER's Personnel, in connection with the provision of services under this MOA or the CDC.

### INSURANCE:

GENERAL REQUIREMENTS. THE PROVIDER at its sole expense shall procure and maintain, during the entire period of performance under this MOA, the types of insurance specified below. THE PROVIDER shall have its insurance broker or insurance company submit a Certificate of Insurance to the DCPS point of contact referenced in Section VIII H. of this MOA (the "CO") giving evidence of the required coverage prior to commencing performance under this MOA. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the CO. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best company rating of A-I VII or higher. THE PROVIDER shall require all its subcontractors to carry the same insurance required herein.

All required policies shall contain a waiver of subrogation provision in favor of the Government of the District of Columbia. The Government of the District of Columbia (the "District") shall be included in all policies required hereunder to be maintained by THE PROVIDER and its subcontractors (except for workers' compensation and professional liability insurance) as an additional insureds for claims against The Government of the District of Columbia relating to this MOA, with the understanding that any affirmative obligation imposed upon the insured provider or its subcontractors (including without limitation the liability to pay premiums) shall be the sole obligation of PO or its subcontractors, and not the additional insured. The additional insured status under THE PROVIDER's and its subcontractors' Commercial General Liability insurance policies shall

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 of contribution by any other insurance, reinsurance or self-insurance, including any deductible or retention, maintained by an Additional Insured) for all claims against the additional insured arising out of the performance of this MOA by THE PROVIDER or its subcontractors, or anyone for whom THE PROVIDER or its subcontractors may be liable. These policies shall include a separation of insureds clause applicable to the additional insured.

If THE PROVIDER and/or its subcontractors maintain broader coverage and/or higher limits than the minimums shown below, the District requires and shall be entitled to the broader coverage and/or the higher limits maintained by THE PROVIDER and subcontractors.

1. Commercial General Liability Insurance ("CGL") -THE PROVIDER shall provide evidence satisfactory to the CO with respect to the services performed that it carries a CGL policy, written on an occurrence (not claims-made) basis, on Insurance Services Office, Inc. ("ISO") form CG 00 01 04 13 (or another occurrence-based form with coverage at least as broad and approved by the CO in writing), covering liability for all ongoing and completed operations of the THE PROVIDER including ongoing and completed operations under all subcontracts, and covering claims for bodily injury, including without limitation sickness, disease or death of any persons, injury to or destruction of property, including loss of use resulting therefrom, personal and advertising injury, and including coverage for liability arising out of an Insured MOA (including the tort liability of another assumed in a MOA) and acts of terrorism (whether caused by a foreign or domestic source). Such coverage shall have limits of liability of not less than \$1,000,000 each occurrence, a \$2,000,000 general aggregate (including a per location or per project aggregate limit endorsement, if applicable) limit, a \$1,000,000 personal and advertising injury limit, and a \$2,000,000 products-completed operations aggregate limit.
2. Automobile Liability Insurance -THE PROVIDER shall provide evidence satisfactory to the CO of commercial (business) automobile liability insurance written on ISO form CA 00 01 10 13 ( or another form with coverage at least as broad and approved by the CO in writing) including coverage for all owned, hired, borrowed and non-owned vehicles and equipment used by THE PROVIDER, with minimum per accident limits equal to the greater of (i) the limits set forth in THE PROVIDER's commercial automobile liability policy or (ii) \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
3. Workers' Compensation Insurance -THE PROVIDER shall provide evidence satisfactory to the CO of Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the MOA is performed. Employer's Liability Insurance- THE PROVIDER shall provide evidence satisfactory to the CO of employer's liability insurance as follows: \$500,000 per accident for injury; \$500,000 per employee for disease; and \$500,000 for policy disease limit. All insurance required by this

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 MOA. The policy shall provide limits of \$1,000,000 per claim or per occurrence for each wrongful act and \$2,000,000 annual aggregate. THE PROVIDER warrants that any applicable retroactive date precedes the date THE PROVIDER first performed any professional services for the Government of the District of Columbia and that continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least ten years after the completion of the professional services.
7. Sexual/Physical Abuse & Molestation - THE PROVIDER shall provide evidence satisfactory to the CO with respect to the services performed that it carries \$2,000,000 per occurrence limits; \$2,000,000 aggregate of affirmative abuse and molestation liability coverage. This insurance requirement will be considered met if the general liability insurance includes an affirmative sexual abuse and molestation endorsement for the required amounts. So called "silent" coverage under a commercial general liability or professional liability policy will not be acceptable.
8. Commercial Umbrella or Excess Liability - THE PROVIDER shall provide evidence satisfactory to the CO of commercial umbrella or excess liability insurance with minimum limits equal to the greater of (i) the limits set forth in THE PROVIDER' s umbrella or excess liability policy or (ii)

\$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 by the District of Columbia and shall carry listed coverages for two years.**

**D. LIABILITY. These are the required minimum insurance requirements established by the Government of the District of Columbia. HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE WILL NOT IN ANY WAY LIMIT THE PROVIDER's LIABILITY UNDER THIS MOA.**

**E. THE PROVIDER's PROPERTY. THE PROVIDER and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.**

**F. MEASURE OF PAYMENT. The District shall not make any separate measure or payment for the cost of insurance and bonds. THE PROVIDER shall include all the costs of insurance and bonds in the MOA price.**

**G. NOTIFICATION. THE PROVIDER shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event of coverage and/ or limit changes or if the policy is canceled prior to the expiration date shown on the certificate. THE PROVIDER shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium. THE PROVIDER will also provide the CO with an updated Certificate of Insurance should its insurance coverages renew during the MOA.**

**H. CERTIFICATES OF INSURANCE. THE PROVIDER shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Certificates of insurance must reference the corresponding MOA. Evidence of insurance shall be submitted to:**

**I. DISCLOSURE OF INFORMATION. Selected Provider agrees that the District may disclose the name and contact information of its insurers to any third party which presents a claim against the District for any damages or claims resulting from or arising out of work performed by Selected Provider, its agents, employees, servants or subcontractors in the performance of the MOA.**