STATE OF SOUTH DAKOTA
OFFICE OF PROCUREMENT MANAGEMENT
523 EAST CAPITOL AVENUE
PIERRE, SOUTH DAKOTA 57501-3182

QRIS Pilot Project
PROPOSALS ARE DUE NO LATER THAN 06/28/2022 by 5:00pm CDT

RFP 2807
BUYER: Division of Economic Assistance, Child Care Services

POC: Dawson Lewis
Dawson.Lewis@state.sd.us

READ CAREFULLY

FIRM NAME: ___________________________ AUTHORIZED SIGNATURE: ___________________________

ADDRESS: ___________________________ TYPE OR PRINT NAME: ___________________________

CITY/STATE: ___________________________ TELEPHONE NO: ___________________________

ZIP (9 DIGIT): ___________________________ FAX NO: ___________________________

FEDERAL TAX ID#: ___________________________ E-MAIL: ___________________________

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PRIMARY CONTACT INFORMATION

CONTACT NAME: ___________________________ TELEPHONE NO: ___________________________

FAX NO: ___________________________ E-MAIL: ___________________________
1.0 GENERAL INFORMATION

1.1 PURPOSE OF REQUEST FOR PROPOSAL (RFP)

The South Dakota Department of Social Services (DSS) is seeking a vendor that can work collaboratively with DSS to design, develop, implement, and evaluate a pilot for the South Dakota's Quality Recognition and Information System (SD-QRIS). SD-QRIS determines the quality criteria and measures that will be used to assist in supporting child care and out-of-school care quality improvement and assist parents in selecting quality child care.

This RFP addresses DSS's desire to implement a QRIS that uniquely meets the needs of South Dakota providers using innovative approaches. This includes the vendor completing a review and proposing revisions to the quality framework, assessing QRIS models from other states and identifying leveraging opportunities; providing recommendations and options that would best work for South Dakota; collaborating with DSS to finalize the SD-QRIS model (Phase 1), and designing the pilot (Phase 2) and implementing the pilot (Phase 3). Finally, the vendor will be asked to evaluate the success of the pilot model and provide recommendations to DSS for full scale implementation of the QRIS statewide (Phase 4).

The responding vendor is expected to address all phases of this project (as described below), and DSS understands proposals may include proposed collaborative partnerships to meet the requirements for each phase, however, core services are to be provided by the respondent.

Background
There are approximately 789 regulated childcare providers with the capacity to serve more than 47,414 children in South Dakota.

DSS currently has a draft quality framework for both child care centers and family child care. These frameworks were reviewed by public focus groups in 2018. While DSS does not anticipate altering these frameworks significantly, the vendor will be requested to review and provide recommendations for the existing frameworks and support the development of an out-of-school time quality framework. These frameworks are attached in Appendix A and B for reference.

As part of the quality framework, DSS recently adopted Environmental Rating Scale (ERS), including the Infant/Toddler Environment Rating Scale. Third Edition (ITERS-3), Early Childhood Environment Rating Scale, Third Edition (ECERS-3), the School-Age Care Environment Rating Scale, Updated (SACERS-U), and Family Child Care Environment Rating Scale, Third Edition (FCCERS-3). DSS currently has two full-time coaches contracted to conduct these ERS visits, and these staff will support the QRIS pilot implementation.

Currently, the SD Early Childhood Enrichment (ECE) system provides early childhood and school-age services and technical assistance to all child care and out-of-school time care providers across the state. For this scope, the vendor will work closely with the ECEs, and contracted coaches, throughout the identified project phases in this RFP with the State's professional development system continuing to be the primary providers of technical assistance and coaching in the QRIS. This is an effort to strengthen existing relationships between ECEs and coaches with providers and encourage these relationships beyond the pilot program. Similarly, the ECEs will utilize existing technical assistance (TA) resources, such as an online learning management system, during the SD-QRIS pilot. Information on SD's ECE system may be found at https://sdece.org/.

The vendor should respond by providing their approach to completing the activities and tasks in

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1 Note that while the South Dakota licensing rules refer to ‘day care’ and ‘before and after school care’ the more inclusive terms ‘child care’ and ‘out-of-school care’ is used in this RFP
the outlined project phases. DSS anticipates the project to begin by August 1, 2022, pending allocation of funds, and be completed by May 31, 2024.

1.2 ISSUING OFFICE AND RFP REFERENCE NUMBER

The Department of Social Services, Division of Economic Assistance, Child Care Services is the issuing office for this document and all subsequent addenda relating to it, on behalf of the State of South Dakota, Department of Social Services, Division of Economic Assistance, Child Care Services. The reference number for the transaction is RFP 2807. Refer to this number on all proposals, correspondence, and documentation relating to the RFP.

Please refer to the Department of Social Services website link http://dss.sd.gov/keyresources/rfp.aspx for the RFP, any related questions/answers, changes to the schedule of activities, amendments, etc.

1.3 LETTER OF INTENT

All interested offerors are requested to submit a non-binding Letter of Intent to respond to this RFP. While preferred, a Letter of Intent is not mandatory to submit a proposal.

The letter of intent must be received by email in the Department of Social Services by no later than 06/07/2022 and must be addressed to Dawson Lewis at Dawson.Lewis@state.sd.us. Place the following, exactly as written, in the subject line of your email: Letter of Intent for RFP #2807. Be sure to reference the RFP number in any attached letter or document.

1.4 SCHEDULE OF ACTIVITIES (SUBJECT TO CHANGE)

- RFP Publication: 05/25/2022
- Letter of Intent to Respond Due: 06/07/2022
- Deadline for Submission of Written Inquiries: 06/07/2022
- Responses to Offeror Questions: 06/14/2022
- Proposal Submission: 06/28/2022 by 5:00pm CDT
- Oral Presentations/discussions (if required): TBD
- Deadline for Completion of Site Visits (if required): TBD
- Proposal Revisions (if required): TBD
- Anticipated Award Decision/Contract Negotiation: July 19, 2022

1.5 SUBMITTING YOUR PROPOSAL

All proposals must be completed and received by the Division of Economic Assistance, Child Care Services by the date and time indicated in the Schedule of Activities.

Proposals received after the deadline will be late and ineligible for consideration.

An original, three identical copies, and one (1) digital, Portable Document Format (PDF) copy loaded on a USB flash drive of the proposal, all attachments, and the cost proposal(s) must be submitted.

All proposals may be signed in ink or digitally by an officer of the offeror legally authorized to bind the offeror to the proposal, and sealed in the form intended by the respondent. Proposals that are not properly signed may be rejected. The sealed envelope must be marked with the appropriate
RFP Number and Title. The words “Sealed Proposal Enclosed” must be prominently denoted on the outside of the shipping container. Proposals must be addressed and labeled as follows:

Request For Proposal 2807 Proposal Due 06/28/2022 by 5:00pm
South Dakota Department of Social Services
Attention: Dawson Lewis, Operations Office
700 Governors Drive
Pierre SD 57501-2291

No punctuation is used in the address. The above address as displayed should be the only information in the address field.

1.6 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS

By signing and submitting this proposal, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation, by any Federal department or agency, from transactions involving the use of Federal funds. Where the offeror is unable to certify to any of the statements in this certification, the bidder shall attach an explanation to their offer.

1.7 NON-DISCRIMINATION STATEMENT

The State of South Dakota requires that all contractors, vendors, and suppliers doing business with any State agency, department, or institution, provide a statement of non-discrimination. By signing and submitting their proposal, the offeror certifies they do not discriminate in their employment practices with regard to race, color, creed, religion, age, sex, ancestry, national origin or disability.

1.8 RESTRICTION OF BOYCOTT OF ISRAEL

For contractors, vendors, suppliers, or subcontractors with five (5) or more employees who enter into a contract with the State of South Dakota that involves the expenditure of one hundred thousand dollars ($100,000) or more, by submitting a response to this solicitation or agreeing to contract with the State, the bidder or offeror certifies and agrees that the following information is correct:

The bidder or offeror, in preparing its response or offer or in considering proposals submitted from qualified, potential vendors, suppliers, and subcontractors, or in the solicitation, selection, or commercial treatment of any vendor, supplier, or subcontractor, has not refused to transact business activities, has not terminated business activities, and has not taken other similar actions intended to limit its commercial relations, related to the subject matter of the bid or offer, with a person or entity on the basis of Israeli national origin, or residence or incorporation in Israel or its territories, with the specific intent to accomplish a boycott or divestment of Israel in a discriminatory manner. It is understood and agreed that, if this certification is false, such false certification will constitute grounds for the State to reject the bid or response submitted by the bidder or offeror on this project and terminate any contract awarded based on the bid or response. The successful bidder or offeror further agrees to provide immediate written notice to the contracting executive branch agency if during the term of the contract it no longer complies with this certification and agrees such noncompliance may be grounds for contract termination.

1.9 MODIFICATION OR WITHDRAWAL OF PROPOSALS
Proposals may be modified or withdrawn by the offeror prior to the established due date and time. No oral, telephonic, telegraphic or facsimile responses or modifications to informal, formal bids, or Request for Proposals will be considered.

1.10 OFFEROR INQUIRIES

Offerors may email inquiries concerning this RFP to obtain clarification of requirements. No inquiries will be accepted after 06/07/2022. Email inquiries must be sent to Dawson Lewis at Dawson.Lewis@state.sd.us with the following wording, exactly as written, in the subject line: RFP 2807 Questions.

The Department of Social Services (DSS) will respond to offerors’ inquiries by posting offeror aggregated questions and Department responses on the DSS website at http://dss.sd.gov/keyresources/rfp.aspx no later than 06/14/2022. For expediency, DSS may combine similar questions. Offerors may not rely on any other statements, either of a written or oral nature, that alter any specification or other term or condition of this RFP. Offerors will be notified in the same manner as indicated above regarding any modifications to this RFP.

1.11 PROPRIETARY INFORMATION

The proposal of the successful offeror(s) becomes public information.

Proprietary information can be protected under limited circumstances such as client lists and non-public financial statements. An entire proposal may not be marked as proprietary. Offerors must clearly identify in the Executive Summary and mark in the body of the proposal any specific proprietary information they are requesting to be protected. The Executive Summary must contain specific justification explaining why the information is to be protected. Proposals may be reviewed and evaluated by any person at the discretion of the State. All materials submitted become the property of the State of South Dakota and may be returned only at the State's option.

Offerors may submit a redacted copy of their proposal when they respond though this is optional.

1.12 LENGTH OF CONTRACT

The contract for the provision of a Quality Recognition and Information System (QRIS) Consultant resulting from this RFP will be issued from August 1, 2022 to September 30, 2024.

1.13 GOVERNING LAW

Venue for any and all legal action regarding or arising out of the transaction covered herein shall be solely in Hughes County, State of South Dakota. The laws of South Dakota shall govern this transaction.

1.14 DISCUSSIONS WITH OFFERORS (ORAL PRESENTATION/NEGOTIATIONS)

An oral presentation by an offeror to clarify a proposal may be required at the sole discretion of the State. However, the State may award a contract based on the initial proposals received without discussion with the offeror. If oral presentations are required, they will be scheduled after the submission of proposals. Oral presentations will be made at the offeror's expense.
This process is a Request for Proposal/Competitive Negotiation process. Each Proposal shall be evaluated, and each respondent shall be available for negotiation meetings at the State’s request. The State reserves the right to negotiate on any and/or all components of every proposal submitted. From the time the proposals are submitted until the formal award of a contract, each proposal is considered a working document and as such, will be kept confidential. The negotiation discussions will also be held as confidential until such time as the award is completed.

2.0 STANDARD AGREEMENT TERMS AND CONDITIONS

Any contract or agreement resulting from this RFP will include, at minimum, the State's standard terms and conditions as seen in Attachment A. As part of the negotiation process, the contract terms listed in Attachment A may be altered or deleted.

The offeror should indicate in their response any issues they have with any specific contract terms. If the offeror does not indicate any contract term issues, then the State will assume the terms are acceptable.

3.0 SCOPE OF WORK

3.1 Phase 1: SD-QRIS Design
In collaboration with DSS, the vendor will further develop the draft quality framework that includes proposed levels and 'quality indicator practices' for an SD' Quality Recognition and Information System (SD-QRIS). The SD-QRIS quality indicators and methodology will be aligned with the SD's professional development system, the 'SD Early Learning Guidelines', the drafted 'SD Core Knowledge and Competencies (CKC)\(^2\) and provide recommendations to align these standards with the ERS.

The vendor should describe their approach in drafting the design of the SD-QRIS that includes the components presented in the US Administration for Child and Families – Office of Child Care's QRIS Resource Guide, including:

3.1.1 Initial Design Process – The vendor will draft a clearly defined vision and goals for the SD-QRIS, how the SD-QRIS fits within a framework of SD's quality improvement efforts and how internal and external stakeholders will be engaged in the process through establishing a SD-QRIS advisory group.

3.1.2 Approaches to Implementation – The vendor will draft design and implement plans for the pilot (Note: the vendor will address this in Phase 2) and plan for expanding the SD-QRIS with child care programs across SD. This description should include proposed staffing structure to manage the pilot and utilizing SD's current Professional development system (to include contracted coaches and SD ECEs) to implement the technical assistance and training for the described approach to implementation.

3.1.3 Standards & Criteria – Using current draft DSS quality frameworks and information on national QRIS best practices and examples from other states the vendor will draft clear quality standards for child care centers, family child care and after school programs. Quality standards and criteria will be differentiated by quality recognition levels 1-4. Additionally, the vendor will draft a clear methodology for measurement and assigning recognition levels to participating providers.

3.1.4 Provider Incentives and Support – The vendor will draft an incentive plan for child care provider's participation in the SD-QRIS once the process is expanded statewide. This

\(^2\) The SD CKCs is currently in a ‘draft’ form and cannot not be released as part of this RFP.
may include but is not limited to potential financial incentives and promotion of providers’ recognition level through resource and referral and the online childcare search system.

3.1.5 Data Collection and Evaluation – The vendor will draft a plan and recommendations for how data will be collected as part of the SD-QRIS to determine the provider recognition level assignment and evaluate the effectiveness of advancing childcare quality statewide over time.

3.1.6 Cost Projections and Financing – The vendor will develop cost estimates for the implementation of the SD-QRIS statewide, including but not limited to staffing, data collection, tools and resources, training, and public awareness.

3.2 Phase 2: Develop Pilot and Implementation Plan
SD DSS seeks innovative approaches to the development and implementation of the QRIS pilot to meet the unique needs of South Dakota’s childcare system. Innovative approaches may include staggering the implementation of the SD-QRIS by provider type, cohort models, piloting specific quality levels at specific times, or others. In response to this request, the vendor may submit one or more proposed approaches to implementation in their response.

The vendor shall develop this plan for DSS review. The vendor should describe their approach to planning the SD-QRIS pilot to include:

3.2.1 Drafting a ‘project plan’, describing the model for the pilot and plan for implementation. The plan shall include a timeline, which allows for at least 1 year of actively monitoring and providing technical assistance in the field.

3.2.1.1 The plan shall also include a proposed communication plan for engaging with an SD-QRIS Advisory Group throughout the life of the project, keeping the childcare workforce informed on pilot progress, and providing project updates to the general public. The role of the SD-QRIS Advisory Group is to provide feedback throughout the process and act as a liaison with providers where needed.

3.2.1.2 Proposing a staffing plan for pilot implementation. This plan will include the two full-time coaching staff currently contracted by DSS as observers and technical assistance specialists as well as the ECEs as the primary technical assistance providers. The vendor may supplement the staffing plan as needed to maintain a high-quality level of technical assistance throughout the life of the pilot.

3.2.1.3 The staffing plan shall include an organizational chart describing the project team, job descriptions for these team members including minimum qualifications (if required), and the overall number of staff proposed.

3.2.2 Proposing templates and performance measures with a proposed monitoring plan, including schedule and metrics for monitoring throughout the life of the pilot.

3.2.3 Proposing templates and a method for gathering pilot participant feedback, to evaluate their experience throughout the duration of the pilot.

3.2.4 Proposing a provider recruitment strategy as part of the plan. The vendor should propose the scope of the pilot, including the number of providers that would be ideal based on the proposed approach. The recruitment strategy should consider the number of children served, geographic representation, program/provider type (child care centers, family child care providers and out-of-school time providers), and other key provider factors to determine participants.
3.2.4.1 The vendor will collaborate with DSS and recommend other key stakeholders and state partners (such as ECEs) to recruit participants.

3.3 Phase 3: Ongoing Pilot Management and Technical Assistance
Using the finalized and approved pilot and implementation plan, the vendor shall implement the plan and monitor progress throughout this phase. The vendor is also responsible for providing ongoing Technical Assistance in the field. The vendor should describe their approach to managing the pilot to include:

3.3.1 Completing monthly monitoring reports and reviewing these reports with the DSS team during regularly scheduled meetings.

3.3.1.1 Monthly monitoring reports will be developed as part of the pilot design and implementation planning (Phase 3). The vendor may work the DSS to revise and edit these reports as needed to meet the needs of the pilot and DSS. Reporting on the number and types of technical assistance tasks completed by staff will also be required.

3.3.1.2 The vendor will work with DSS and ECEs to leverage the SD ECE START, an existing data tracking system currently tracking professional development.

3.3.2 Orienting participating child care programs via online webinar to include informing them of the purpose of SD-QRIS, the resources available to them, and the timeline for participation. While the vendor will develop this webinar, it should be co-presented by the ECEs.

3.3.3 Providing orientation and training to ECEs and coaching staff prior to the pilot's launch and throughout the pilot's life as needed.

3.3.3.1 The vendor should submit a sample training schedule as part of their proposal.

3.3.4 Providing support to the ECEs and coaching staff to support their ongoing technical assistance to participating programs. This includes developing a system to receive technical assistance requests, assign pilot support staff members, document the technical assistance provided and any outcomes of the technical assistance session.

3.3.4.1 Requests for technical assistance shall be responded to within 24 business hours, and provision of the technical assistance shall be completed no longer than two weeks from when the request was made.

3.3.4.2 Technical assistance may be provided through a range of in-person and remote (phone / video conference) activities.

3.3.5 Maintaining participant data throughout the life of the project. This data includes all rating assessments, technical assistance requests and outcomes, and other key program/demographic data (e.g., type of program, count of enrollment, geographic region, subsidy participation, etc.). Data must be stored digitally in a format which allows for data analysis (e.g., excel, online data tool, or other). All data will be turned over to DSS at the end of the pilot for evaluation.

3.4 Phase 4: Evaluation and Recommendations
The Vendor should describe their approach to evaluating the SD-QRIS pilot and in making recommendations for implementation statewide, including:
3.4.1 Collecting qualitative and quantitative data to evaluate the pilot.

3.4.2 Methods to be used to analyze data for findings and trends.

3.4.3 Presenting and reviewing collected data and trends with DSS and the SD-QRIS Advisory Group.

3.4.4 Using data to develop recommendations for full implementation of the SD-QRIS statewide.

3.4.5 Developing a draft and final report with the review, input, and approval by DSS that includes pilot methodology, findings, and recommendations for implementing the SD-QRIS statewide.

3.4.5.1 Recommendations could include but are not limited to identified successes, challenges, suggestions for change, readiness, tracking and monitoring, advancements in technology, etc.

3.4.6 Drafting a plan for communication and public awareness including: clear information for families regarding quality child care and how the SD-QRIS can be used to help select child care for their child and family; information to child care providers regarding the SD-QRIS and the process to enroll and activities and steps they would take to receive and initial recognition level and move to the next level; as well as broader public awareness regarding how the SD-QRIS will advance child care quality in SD. This will include recommendations for exploring possible branding and marketing for the SD-QRIS that can be used for online and print materials.

4.0 PROPOSAL REQUIREMENTS AND COMPANY QUALIFICATIONS

4.1 The offeror is cautioned that it is the offeror's sole responsibility to submit information related to the evaluation categories and that the State of South Dakota is under no obligation to solicit such information if it is not included with the proposal. The offeror's failure to submit such information may cause an adverse impact on the evaluation of the proposal.

4.2 Offeror's Contacts: Offerors and their agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFP, the evaluation, etc. to the buyer of record indicated on the first page of this RFP. Offerors and their agents may not contact any state employee other than the buyer of record regarding any of these matters during the solicitation and evaluation process. Inappropriate contacts are grounds for suspension and/or exclusion from specific procurements. Offerors and their agents who have questions regarding this matter should contact the buyer of record.

4.3 The offeror may be required to submit a copy of their most recent independently audited financial statements.

4.4 Provide the following information related to at least three previous and current service/contracts performed by the offeror's organization which are similar to the requirements of this RFP. Provide this information as well for any service/contract that has been terminated, expired or not renewed in the past three years:

   a. Name, address and telephone number of client/contracting agency and a representative of that agency who may be contacted for verification of all information submitted;
   b. Dates of the service/contract; and
   c. A brief, written description of the specific prior services performed and requirements thereof.
4.5 The offeror must provide an example of work conducting QRIS design, piloting such systems, and/or evaluating and providing recommendations related to QRIS models.

4.6 The offeror must submit information that demonstrates their availability and familiarity with the locale in which the project(s) are to be implemented.

4.7 The offeror must detail examples that document their ability and proven history in handling special project constraints.

4.8 The offeror must describe their proposed project management techniques.

4.9 If an offeror's proposal is not accepted by the State, the proposal will not be reviewed/evaluated.

5.0 PROPOSAL RESPONSE FORMAT

5.1 An original shall be submitted.

5.1.1 In addition, the offeror must submit one (1) copy of their entire proposal, including all attachments and cost proposal(s), in PDF digital format loaded on a USB flash drive. Offerors may not send the electronically formatted copy of their proposal via email.

5.1.2 The proposal should be page numbered and should have an index and/or a table of contents referencing the appropriate page number.

5.2 All proposals must be organized and tabbed with labels for the following headings

5.2.1 RFP Form. The State's Request for Proposal form completed and signed.

5.2.2 Executive Summary. The one- or two-page executive summary is to briefly describe the offeror's proposal. This summary should highlight the major features of the proposal. It must indicate any requirements that cannot be met by the offeror. The reader should be able to determine the essence of the proposal by reading the executive summary. Proprietary information requests should be identified in this section.

5.2.3 Project Phase Response. For each phase outlined in the Scope of Work in Section 3.0, the offeror must provide the following.

5.2.3.1 Project Phase Executive Summary. The one- or two-page executive summary is to briefly describe the offeror's proposed approach and experience in caring out the activities outlined in each respective project phase for South Dakota. This summary should highlight the major features of the activities outlined in the phase. It must indicate any requirements that cannot be met by the offeror and those for which a collaborative partnership may be needed. The reader should be able to determine the essence of the phase specific proposal by reading the executive summary. Proprietary information requests should be identified in this section.

5.2.4 Project Phase Detailed Response. This section should constitute the major portion of the proposal and must contain at least the following information for each individual phase of the project and include:

5.2.4.1 A complete narrative of the offeror's assessment of the work to be performed in each project phase, the offeror's ability and approach, and the resources necessary to fulfill the requirements. This should
demonstrate the offeror’s understanding of the desired overall performance expectations.

5.2.4.2 A specific point-by-point response, in the order listed to each requirement in the RFP as detailed in Sections 3 and 4. The response should identify each requirement being addressed as enumerated in the RFP.

5.2.4.3 A clear description of any options or alternatives proposed.

5.2.5 Cost Proposal. Cost will be evaluated independently from the technical proposal. Offerors may submit multiple cost proposals for each project phase. All costs related to the provision of the required services must be included in each cost proposal offered.

See section 7.0 for more information related to the cost proposal.

6.0 PROPOSAL EVALUATION AND AWARD PROCESS

6.1 After determining that a proposal satisfies the mandatory requirements stated in the Request for Proposal, the evaluator(s) shall use subjective judgment in conducting a comparative assessment of the proposal by considering each of the following criteria listed in order of importance:

6.1.1 Specialized expertise, capabilities, and technical competence as demonstrated by the proposed approach and methodology to meet the project requirements;

6.1.2 Record of past performance, including price and cost data from previous projects, quality of work, ability to meet schedules, cost control, and contract administration;

6.1.3 Proposed project management techniques;

6.1.4 Resources available to perform the work, including any specialized services, within the specified time limits for the project;

6.1.5 Familiarity with the project locale;

6.1.6 Ability and proven history in handling special project constraints

6.1.7 Availability to the project locale, and

6.1.8 Cost proposal.

6.2 Experience and reliability of the offeror’s organization are considered subjectively in the evaluation process. Therefore, the offeror is advised to submit any information which documents successful and reliable experience in past performances, especially those performances related to the requirements of this RFP.

6.3 The qualifications of the personnel proposed by the offeror to perform the requirements of this RFP, whether from the offeror’s organization or from a proposed subcontractor, will be subjectively evaluated. Therefore, the offeror should submit detailed information related to the experience and qualifications, including education and training, of proposed personnel.

6.4 The State reserves the right to reject any or all proposals, waive technicalities, and make award(s) as deemed to be in the best interest of the State of South Dakota.
6.5 **Award:** The requesting agency and the highest ranked offeror shall mutually discuss and refine the scope of services for the project and shall negotiate terms, including compensation and performance schedule.

6.5.1 If the agency and the highest-ranked offeror are unable for any reason to negotiate a contract at a compensation level that is reasonable and fair to the agency, the agency shall, either orally or in writing, terminate negotiations with the contractor. The agency may then negotiate with the next highest-ranked contractor.

6.5.2 The negotiation process may continue through successive offerors, according to agency ranking, until an agreement is reached or the agency terminates the contracting process.

6.5.3 Only the response of the vendor awarded work becomes public. Responses to work orders for vendors not selected and the evaluation criteria and scoring for all proposals are not public. Vendors may submit a redacted copy with the full proposal as stated in Section 1.12 Proprietary Information. SDCL 1-27-1.5 and See SDCL 1-27-1.5 and 1-27-1.6.

7.0 **COST PROPOSAL**

Individual Cost Proposals are required to be submitted for each phase of the project as outlined in the Scope of Work in Section 3.0. Please format each proposal utilizing the major categories as shown in the Cost Proposal document included as Attachment B. Within each budget, please define staff roles, education & experience and anticipated hours on the project.
ATTACHMENT A – Sample Contract

STATE OF SOUTH DAKOTA
DEPARTMENT OF SOCIAL SERVICES
DIVISION OF ECONOMIC ASSISTANCE

Consultant Contract
For Consultant Services
Between

State of South Dakota
Department of Social Services
DIVISION OF ECONOMIC ASSISTANCE
700 Governors Drive
Pierre, SD 57501-2291

Referred to as Consultant
Referred to as State

The State hereby enters into a contract (the “Agreement” hereinafter) for consultant services with the Consultant. While performing services hereunder, Consultant is an independent contractor and not an officer, agent, or employee of the State of South Dakota.

1. CONSULTANT’S South Dakota Vendor Number is ________.

2. PERIOD OF PERFORMANCE:
   A. This Agreement shall be effective as of June 1, 2022 and shall end on May 31, 2023, unless sooner terminated pursuant to the terms hereof.
   B. Agreement is the result of request for proposal process, RFP #______

3. PROVISIONS:
   A. The Purpose of this Consultant contract:
      1. [Deliberately Left Blank for RFP]
      2. Does this Agreement involve Protected Health Information (PHI)? YES ( ) NO (X)
         If PHI is involved, a Business Associate Agreement must be attached and is fully incorporated herein as part of the Agreement (refer to attachment).
   3. The Consultant will use state equipment, supplies or facilities.
   B. The Consultant agrees to perform the following services (add an attachment if needed.):
      1. [Deliberately Left Blank for RFP]
   C. The State agrees to:
      1. [Deliberately Left Blank for RFP]
      2. Make payment for services upon satisfactory completion of services and receipt of bill. Payment will be in accordance with SDCL 5-26.
      3. Will the State pay Consultant expenses as a separate item?
         YES ( ) NO (X)
         If YES, expenses submitted will be reimbursed as identified in this Agreement.
D. The TOTAL CONTRACT AMOUNT will not exceed $          .

4. **BILLING:**
   Consultant agrees to submit a bill for services within (30) days following the month in which services were provided. Consultant will prepare and submit a monthly bill for services. Consultant agrees to submit a final bill within 30 days of the Agreement end date to receive payment for completed services. If a final bill cannot be submitted in 30 days, then a written request for extension of time and explanation must be provided to the State.

5. **TECHNICAL ASSISTANCE:**
   The State agrees to provide technical assistance regarding Department of Social Services rules, regulations and policies to the Consultant and to assist in the correction of problem areas identified by the State's monitoring activities.

6. **LICENSING AND STANDARD COMPLIANCE:**
   The Consultant agrees to comply in full with all licensing and other standards required by Federal, State, County, City or Tribal statute, regulation or ordinance in which the service and/or care is provided for the duration of this Agreement. The Consultant will maintain effective internal controls in managing the federal award. Liability resulting from noncompliance with licensing and other standards required by Federal, State, County, City or Tribal statute, regulation or ordinance or through the Consultant's failure to ensure the safety of all individuals served is assumed entirely by the Consultant.

7. **ASSURANCE REQUIREMENTS:**
   The Consultant agrees to abide by all applicable provisions of the following: Byrd Anti Lobbying Amendment (31 USC 1352), Executive orders 12549 and 12689 (Debarment and Suspension), Drug-Free Workplace, Executive Order 11246 Equal Employment Opportunity, Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, Drug Abuse Office and Treatment Act of 1972, Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, Age Discrimination Act of 1975, Americans with Disabilities Act of 1990, Pro-Children Act of 1994, Hatch Act, Health Insurance Portability and Accountability Act (HIPAA) of 1996 as amended, Clean Air Act, Federal Water Pollution Control Act, Charitable Choice Provisions and Regulations, Equal Treatment for Faith-Based Religions at Title 28 Code of Federal Regulations Part 38, the Violence Against Women Reauthorization Act of 2013 and American Recovery and Reinvestment Act of 2009, as applicable; and any other nondiscrimination provision in the specific statute(s) under which application for Federal assistance is being made; and the requirements of any other nondiscrimination statute(s) which may apply to the award.

8. **COMPLIANCE WITH EXECUTIVE ORDER 2020-01:**
   By entering into this Agreement, Consultant certifies and agrees that it has not refused to transact business activities, it has not terminated business activities, and it has not taken other similar actions intended to limit its commercial relations, related to the subject matter of this Agreement, with a person or entity that is either the State of Israel, or a company doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel to do business, or doing business in the State of Israel, with the specific intent to accomplish a boycott of divestment of Israel in a discriminatory manner. It is understood and agreed that, if this certification is false, such false certification will constitute grounds for the State to terminate this Agreement. Consultant further agrees to provide immediate written notice to the State if during the term of this Agreement it no longer complies with this certification and agrees such noncompliance may be grounds for termination of this Agreement.
9. **RETENTION AND INSPECTION OF RECORDS:**

The Consultant agrees to maintain or supervise the maintenance of records necessary for the proper and efficient operation of the program, including records and documents regarding applications, determination of eligibility (when applicable), the provision of services, administrative costs, statistical, fiscal, other records, and information necessary for reporting and accountability required by the State. The Consultant shall retain such records for a period of six years from the date of submission of the final expenditure report. If such records are under pending audit, the Consultant agrees to hold such records for a longer period upon notification from the State. The State, through any authorized representative, will have access to and the right to examine and copy all records, books, papers or documents related to services rendered under this Agreement. State Proprietary Information retained in Consultant's secondary and backup systems will remain fully subject to the obligations of confidentiality stated herein until such information is erased or destroyed in accordance with Consultant's established record retention policies.

All payments to the Consultant by the State are subject to site review and audit as prescribed and carried out by the State. Any over payment of this Agreement shall be returned to the State within thirty days after written notification to the Consultant.

10. **WORK PRODUCT:**

Consultant hereby acknowledges and agrees that all reports, plans, specifications, technical data, drawings, software system programs and documentation, procedures, files, operating instructions and procedures, source code(s) and documentation, including those necessary to upgrade and maintain the software program, State Proprietary Information, as defined in the Confidentiality of Information paragraph herein, state data, end user data, Protected Health Information as defined in 45 CFR 160.103, and all information contained therein provided to the State by the Consultant in connection with its performance of service under this Agreement shall belong to and is the property of the State and will not be used in any way by the Consultant without the written consent of the State.

Paper, reports, forms, software programs, source code(s) and other materials which are a part of the work under this Agreement will not be copyrighted without written approval of the State. In the unlikely event that any copyright does not fully belong to the State, the State nonetheless reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and otherwise use, and to authorize others to use, any such work for government purposes.

Consultant agrees to return all information received from the State to State's custody upon the end of the term of this Agreement, unless otherwise agreed in a writing signed by both parties.

11. **TERMINATION:**

This Agreement may be terminated by either party hereto upon thirty (30) days written notice. In the event the Consultant breaches any of the terms or conditions hereof, this Agreement may be terminated by the State for cause at any time, with or without notice. Upon termination of this Agreement, all accounts and payments shall be processed according to financial arrangements set forth herein for services rendered to date of termination.

12. **FUNDING:**

This Agreement depends upon the continued availability of appropriated funds and expenditure authority from the Legislature for this purpose. If for any reason the Legislature fails to appropriate funds or grant expenditure authority, or funds become unavailable by operation of the law or federal funds reduction, this Agreement will be terminated by the State. Termination for any of these reasons is not a default by the State nor does it give rise to a claim against the State.

13. **ASSIGNMENT AND AMENDMENTS:**

This Agreement may not be assigned without the express prior written consent of the State. This Agreement may not be amended except in writing, which writing shall be expressly identified as a part hereof, and be signed by an authorized representative of each of the parties hereto.
14. **CONTROLLING LAW:**
   This Agreement shall be governed by and construed in accordance with the laws of the State of South Dakota, without regard to any conflicts of law principles, decisional law, or statutory provision which would require or permit the application of another jurisdiction’s substantive law. Venue for any lawsuit pertaining to or affecting this Agreement shall be resolved in the Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.

15. **SUPERCESSION:**
   All prior discussions, communications and representations concerning the subject matter of this Agreement are superseded by the terms of this Agreement, and except as specifically provided herein, this Agreement constitutes the entire agreement with respect to the subject matter hereof.

16. **IT STANDARDS:**
   Any software or hardware provided under this Agreement will comply with state standards which can be found at [http://bit.sd.gov/standards/](http://bit.sd.gov/standards/).

17. **SEVERABILITY:**
   In the event that any provision of this Agreement shall be held unenforceable or invalid by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement, which shall remain in full force and effect.

18. **NOTICE:**
   Any notice or other communication required under this Agreement shall be in writing and sent to the address set forth above. Notices shall be given by and to the Division being contracted with on behalf of the State, and by the Consultant, or such authorized designees as either party may from time to time designate in writing. Notices or communications to or between the parties shall be deemed to have been delivered when mailed by first class mail, provided that notice of default or termination shall be sent by registered or certified mail, or, if personally delivered, when received by such party.

19. **SUBCONTRACTORS:**
   The Consultant may not use subcontractors to perform the services described herein without express prior written consent from the State. The State reserves the right to reject any person from the Agreement presenting insufficient skills or inappropriate behavior.

   The Consultant will include provisions in its subcontracts requiring its subcontractors to comply with the applicable provisions of this Agreement, to indemnify the State, and to provide insurance coverage for the benefit of the State in a manner consistent with this Agreement. The Consultant will cause its subcontractors, agents, and employees to comply with applicable federal, state and local laws, regulations, ordinances, guidelines, permits and requirements and will adopt such review and inspection procedures as are necessary to assure such compliance. The State, at its option, may require the vetting of any subcontractors. The Consultant is required to assist in this process as needed.

20. **STATE’S RIGHT TO REJECT:**
   The State reserves the right to reject any person or entity from performing the work or services contemplated by this Agreement, who present insufficient skills or inappropriate behavior.

21. **HOLD HARMLESS:**
   The Consultant agrees to hold harmless and indemnify the State of South Dakota, its officers, agents and employees, from and against any and all actions, suits, damages, liability or other proceedings which may arise as the result of performing services hereunder. This section does not require the Consultant to be responsible for or defend against claims or damages arising solely from errors or omissions of the State, its officers, agents or employees.
22. **INSURANCE:**
Before beginning work under this Agreement, Consultant shall furnish the State with properly executed Certificates of Insurance which shall clearly evidence all insurance required in this Agreement. The Consultant, at all times during the term of this Agreement, shall obtain and maintain in force insurance coverage of the types and with the limits listed below. In the event a substantial change in insurance, issuance of a new policy, cancellation or nonrenewal of the policy, the Consultant agrees to provide immediate notice to the State and provide a new certificate of insurance showing continuous coverage in the amounts required. Consultant shall furnish copies of insurance policies if requested by the State.

A. Commercial General Liability Insurance:
   Consultant shall maintain occurrence-based commercial general liability insurance or an equivalent form with a limit of not less than $1,000,000 for each occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two times the occurrence limit.

B. Business Automobile Liability Insurance:
   Consultant shall maintain business automobile liability insurance or an equivalent form with a limit of not less than $500,000 for each accident. Such insurance shall include coverage for owned, hired, and non-owned vehicles.

C. Worker's Compensation Insurance:
   Consultant shall procure and maintain Workers' Compensation and employers' liability insurance as required by South Dakota law.

D. Professional Liability Insurance:
   Consultant agrees to procure and maintain professional liability insurance with a limit not less than $1,000,000.

   (Medical Health Professional shall maintain current general professional liability insurance with a limit of not less than one million dollars for each occurrence and three million dollars in the aggregate. Such insurance shall include South Dakota state employees as additional insureds in the event a claim, lawsuit, or other proceeding is filed against a state employee as a result of the services provided pursuant to this Agreement. If insurance provided by Medical Health Professional is provided on a claim made basis, then Medical Health Professional shall provide "tail" coverage for a period of five years after the termination of coverage.)

23. **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION:**
   Consultant certifies, by signing this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by the federal government or any state or local government department or agency. Consultant further agrees that it will immediately notify the State if during the term of this Agreement either it or its principals become subject to debarment, suspension or ineligibility from participating in transactions by the federal government, or by any state or local government department or agency.

24. **CONFLICT OF INTEREST:**
   Consultant agrees to establish safeguards to prohibit employees or other persons from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain as contemplated by SDCL 5-18A-17 through 5-18A-17.6. Any potential conflict of interest must be disclosed in writing. In the event of a conflict of interest, the Consultant expressly agrees to be bound by the conflict resolution process set forth in SDCL 5-18A-17 through 5-18A-17.6.

25. **CONFIDENTIALITY OF INFORMATION:**
   For the purpose of the sub-paragraph, "State Proprietary Information" shall include all information disclosed to the Consultant by the State. Consultant acknowledges that it shall have a duty to not disclose any State Proprietary Information to any third person for any reason without the express written permission of a State
officer or employee with authority to authorize the disclosure. Consultant shall not: (i) disclose any State Proprietary Information to any third person unless otherwise specifically allowed under this Agreement; (ii) make any use of State Proprietary Information except to exercise rights and perform obligations under this Agreement; (iii) make State Proprietary Information available to any of its employees, officers, agents or consultants except those who have agreed to obligations of confidentiality at least as strict as those set out in this Agreement and who have a need to know such information. Consultant is held to the same standard of care in guarding State Proprietary Information as it applies to its own confidential or proprietary information and materials of a similar nature, and no less than holding State Proprietary Information in the strictest confidence. Consultant shall protect confidentiality of the State's information from the time of receipt to the time that such information is either returned to the State or destroyed to the extent that it cannot be recalled or reproduced. State Proprietary Information shall not include information that (i) was in the public domain at the time it was disclosed to Consultant; (ii) was known to Consultant without restriction at the time of disclosure from the State; (iii) that is disclosed with the prior written approval of State's officers or employees having authority to disclose such information; (iv) was independently developed by Consultant without the benefit or influence of the State's information; (v) becomes known to Consultant without restriction from a source not connected to the State of South Dakota. State's Proprietary Information shall include names, social security numbers, employer numbers, addresses and all other data about applicants, employers or other clients to whom the State provides services of any kind. Consultant understands that this information is confidential and protected under applicable State law at SDCL 1-27-1.5, modified by SDCL 1-27-1.6, SDCL 28-1-29, SDCL 28-1-32, and SDCL 28-1-68 as applicable federal regulation and agrees to immediately notify the State if the information is disclosed, either intentionally or inadvertently. The parties mutually agree that neither of them shall disclose the contents of the Agreement except as required by applicable law or as necessary to carry out the terms of the Agreement or to enforce that party's rights under this Agreement. Consultant acknowledges that the State and its agencies are public entities and thus are bound by South Dakota open meetings and open records laws. It is therefore not a breach of this Agreement for the State to take any action that the State reasonably believes is necessary to comply with the South Dakota open records or open meetings laws. If work assignments performed in the course of this Agreement require additional security requirements or clearance, the Consultant will be required to undergo investigation.

26. **REPORTING PROVISION:**
Consultant agrees to report to the State any event encountered in the course of performance of this Agreement which results in injury to any person or property, or which may otherwise subject Consultant, or the State of South Dakota or its officers, agents or employees to liability. Consultant shall report any such event to the State immediately upon discovery.

Consultant's obligation under this section shall only be to report the occurrence of any event to the State and to make any other report provided for by their duties or applicable law. Consultant's obligation to report shall not require disclosure of any information subject to privilege or confidentiality under law (e.g., attorney-client communications). Reporting to the State under this section shall not excuse or satisfy any obligation of Consultant to report any event to law enforcement or other entities under the requirements of any applicable law.

27. **DAVIS-BACON ACT:**
When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

28. **COMPLIANCE WITH 40 U.S.C. 3702 AND 3704:**
Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

29. **FUNDING AGREEMENT AND "RIGHTS TO INVENTION:"**
If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the Consultant wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of
parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the Consultant must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

30. **AUTHORIZED SIGNATURES:**
   In witness hereto, the parties signify their agreement by affixing their signatures hereto.

   ____________________________  ____________________________
   Consultant Signature         Date

   ____________________________
   Consultant Printed Name

   ____________________________  ____________________________
   State - DSS Division Director Date

   ____________________________  ____________________________
   State - DSS Chief Financial Officer Jason Simmons Date

   ____________________________  ____________________________
   State – DSS Cabinet Secretary Laurie R. Gill Date
### State Agency Coding:

<table>
<thead>
<tr>
<th>CFDA #</th>
<th>Company (10 digits)</th>
<th>Account (10 digits)</th>
<th>Center Req (8 digits)</th>
<th>Center User (8 digits)</th>
<th>Dollar Total (4 digits)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

DSS Program Contact Person

Phone

DSS Fiscal Contact Person

Contract Accountant

Phone 605 773-3586

Consultant Program Contact Person

Phone

Consultant Program Email Address

Consultant Fiscal Contact Person

Phone

Consultant Fiscal Email Address

SDCL 1-24A-1 states that a copy of all consulting contracts shall be filed by the State agency with the State Auditor within five days after such contract is entered into and finally approved by the contracting parties. For further information about consulting contracts, see the State Auditor’s policy handbook.
ATTACHMENT B – COST PROPOSAL

Individual Cost Proposals are required to be submitted for each phase of the project as outlined in the Scope of Work in Section 3.0.

Please format each proposal organizing individual costs under the major categories as shown in the Cost Proposal document below. Within each cost proposal, please breakout and define individual staff roles, education & experience and anticipated hours on the project.

<table>
<thead>
<tr>
<th>Phase</th>
<th>BUDGET CATEGORY</th>
<th>REQUEST</th>
<th>BUDGET NOTES AND NARRATIVE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Personnel</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>(Include Name/Title and role)</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Fringe Benefits</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Travel</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Equipment</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Supplies</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Contractual</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Other</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>SUB-TOTAL:</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Indirect</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>TOTAL:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### Proposed Child Care Quality Model Criteria

#### Workforce

<table>
<thead>
<tr>
<th>Criteria Category</th>
<th>Level 1</th>
<th>Level 2</th>
<th>Level 3</th>
<th>Level 4</th>
</tr>
</thead>
<tbody>
<tr>
<td>Workforce Registry</td>
<td>20% of Staff on Pathways</td>
<td>35% of Staff on Pathways</td>
<td>50% of Staff on Pathways</td>
<td>75% of Staff on Pathways</td>
</tr>
<tr>
<td>Staff Qualification</td>
<td>30% Staff trained in Age Specific Entry Level Training</td>
<td>60% Staff trained in Age Specific Entry Level Training</td>
<td>30% Staff trained Age Specific Best Practice Training</td>
<td>60% Staff trained Age Specific Best Practice Training</td>
</tr>
</tbody>
</table>

#### Quality Indicator Practices

#### Required Practices

**Health & Safety**

- Balanced meals served daily
- Hands washed after outside play, messy play, touching animals, etc.
- Indoor and outdoor space is age-appropriate
- Staff consistently supervises children's activities

- Meals/Snacks follow the USDA Guidelines
- Supervision is paid to children's health practices
- An attempt is made to practice Sanitary nap procedures (Clean sheets/Sanitize Cots)
- Staff is observed encouraging safe practices

- Staff are observed teaching and practicing daily hygiene skills to children (Singing a handwashing song).
- Staff anticipates and acts to prevent safety hazards (Remove toys from fall zones, close child gates, wipe up spills).
- Staff carry out sanitary nap procedures with only a few lapses.
- Staff are general good models of proper health practices (Eat healthy food, physical activity, washing hands)

- Program participates on the Child and Adult Care Food Program (CACFP) or follows the guidelines of the CACFP.
- Staff inspect environment daily
- No major safety hazards are present outdoors or indoors.
- Pictures/word reminders of required health practices for children to follow independently (Handwashing, Toothbrushing)
### Space and Materials
- Environment has quiet and active areas with a variety of play materials offered
- Playground and Facility are safe and clean (No debris, toxic chemicals, broken toys, peeling paint)
- Indoor play areas are clutter-free and are easily accessible.
- Children's work and Art projects are displayed around the room.
- At least 3 interests centers that meet required definition are accessible and equipped with necessary manipulatives/materials.
- Children have access to at least 1 adequate gross motor space (Indoor/Outdoor) equipped with manipulatives for play/learning
- Routine care furniture is convenient to use (access to cots, cubbies without leaving room.)
- Some play areas are accessible to children with disabilities.
- At least 5 interest centers are used including a cozy area protected from active play with necessary materials
- Children have access to at least 2 adequate gross motor space (Indoor/Outdoor) equipped with manipulatives for play/learning
- Space is arranged so that classroom pathways generally do not interrupt play
- Most play areas are accessible to children with disabilities

### Activities & Experiences
- Meal/nap times are relaxed and are appropriately scheduled (meals offered every 3 hours).
- Staff provides opportunities to promote language skills using classroom materials.
- Staff offers a variety of books and activities for children to play and learn at their convenience.
- Outside Gross Motor experiences are offered
- Lesson plans include age-appropriate and culturally diverse activities/learning experiences.
- Staff use opportunities provided by classroom materials, displays or other concrete experiences to introduce new language/words.
- Staff offers several different interest centers equipped with learning materials (Art, Music, blocks, Science, Dramatic Play, Fine motor, Library, Gross motor activities)
- Staff provides Outside play time for 30 minutes every 3 hours
- Staff provide many different multicultural experiences and materials within Interest centers that visibly reflect diversity within the lesson plans (Books, clothes, dolls).
- Staff expand on children's play by asking open-ended questions on materials/manipulatives being used during learning experiences.
- Staff offers expanded-learning materials for each interest center (Art, Music, Blocks, Science, Dramatic Play, Fine Motor, Library, Gross Motor activities)
- Staff posts daily schedule for classroom activities.
- Planned activities are based on the Early Learning Guidelines in Literacy, Math, Science, Social Studies, Fine and Gross motor.
- Center has a balance between child-directed and staff-directed activities.
- Staff offers broad range of age-appropriate activities to stimulate learning enjoyment (puzzles, games, science projects, cooking, Technology)
- Staff provides Outside Gross motor play time of 60 minutes every 3 hours for maximum Gross Motor experience.
- Staff posts a classroom schedule in writing and in pictures for children to understand
<table>
<thead>
<tr>
<th>Relationships &amp; Interactions</th>
<th>Program Management</th>
</tr>
</thead>
<tbody>
<tr>
<td>- Parent/child greeted daily</td>
<td>- Parent orientation includes a tour of facility before or during enrollment.</td>
</tr>
<tr>
<td>- Staff interactions with child, staff, parents are warm, respectful and positive.</td>
<td>- Program has implemented a minimum of 1 written policy in the following areas: Nutrition/Physical activity, Health/Safety, Safe Sleep Practices</td>
</tr>
<tr>
<td>- Free play is offered so children have time to select their own companions (peers) and activity choices.</td>
<td>- Program promotes occasional staff meetings</td>
</tr>
<tr>
<td>- Behavior expectations are appropriate for age group.</td>
<td>- Staff qualifications are acceptable to State requirements.</td>
</tr>
<tr>
<td>- Staff promotes individualized learning by asking questions or showing interests in a child’s curiosity (Circle time, free play).</td>
<td>- Program has implemented a minimum of 2 or more written policy in the following areas: Nutrition/Physical activity, Health/Safety, Safe Sleep Practices.</td>
</tr>
<tr>
<td>- Staff responds quickly to stop hurtful peer interaction or none is observed.</td>
<td>- Scheduled staff meetings occur least semi-annually; staff are offered input on agenda items.</td>
</tr>
<tr>
<td>- Staff provides positive redirection for a child’s unsafe choices.</td>
<td>- Staff development opportunities are offered.</td>
</tr>
<tr>
<td>- Parents receive daily written or verbal communication about their child’s day.</td>
<td>- Community Resources are offered to family. (If Needed)</td>
</tr>
<tr>
<td>- Staff promotes enthusiasm for play and learning by role modeling positive social skills.</td>
<td>- Program has implemented a minimum of 3 or more written policies in the following areas: Nutrition/Physical activity, Health/Safety, Safe Sleep Practices.</td>
</tr>
<tr>
<td>- Staff generally help, guide and support children solve social problems between peers in a satisfying way.</td>
<td>- Staff meetings occur every 3 months to address administrative concerns/promote teamwork.</td>
</tr>
<tr>
<td>- Children appear to be aware of classroom rules and generally follow them with a reasonable amount of teacher control.</td>
<td>- Staff receives and are up to date on State required annual hours for developmental training.</td>
</tr>
<tr>
<td>- Program schedules parent engagement activities at least once a year (Parent/Teachers Conferences, Holiday parties, Field trip).</td>
<td>- Parents asked to evaluate the program.</td>
</tr>
<tr>
<td>- Program schedules parent engagement activities twice a year (Parent/Teachers Conferences, Holiday parties, Field trip).</td>
<td>- Program has implemented written policies in ALL of the following areas: Nutrition/Physical activity, Health/Safety, Safe Sleep Practices.</td>
</tr>
<tr>
<td>- The program uses Pyramid Model materials and activities in the center and to address challenging behaviors.</td>
<td>- Staff meetings include planned opportunities for staff to share new professional ideas and materials with one another.</td>
</tr>
<tr>
<td>- Staff are supportive and comforting when a child(ren) is anxious, angry, fearful or hurt and respond appropriately to the situation at hand.</td>
<td>- A written annual performance appraisal conducted for all staff.</td>
</tr>
<tr>
<td>- Staff calls attention to children’s feelings and the relationship between a child’s actions and their peer’s responses (“You gave him a crayon and that made him happy”).</td>
<td></td>
</tr>
<tr>
<td>Quality Indicator Knowledge</td>
<td>Level 1</td>
</tr>
<tr>
<td>-----------------------------</td>
<td>---------</td>
</tr>
<tr>
<td>Training</td>
<td>30% of staff have attended training in the following areas:</td>
</tr>
<tr>
<td><strong>Health &amp; Safety</strong></td>
<td>No required training</td>
</tr>
<tr>
<td><strong>Space and Materials</strong></td>
<td>No required training</td>
</tr>
<tr>
<td><strong>Activities &amp; Experiences</strong></td>
<td>No required training</td>
</tr>
<tr>
<td><strong>Program Management</strong></td>
<td>Director completes Social Emotional Foundations for Early Learning Series</td>
</tr>
<tr>
<td><strong>Quality Indicator Assessments</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Assessment</strong></td>
<td>Environmental Rating Scale Observation (ITERS-3, ECERS-3, SACERS-U)</td>
</tr>
</tbody>
</table>
APPENDIX B – SD Quality Recognition and Information System (QRIS) Family Child Care Framework DRAFT

**Proposed Family Child Care Quality Model Criteria**

<table>
<thead>
<tr>
<th>Criteria Category</th>
<th>Level 1</th>
<th>Level 2</th>
<th>Level 3</th>
<th>Level 4</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Workforce</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Workforce Registry</strong></td>
<td>-Provider on at least Level 1 of Pathways</td>
<td>-Any helpers on at least Level 1 of Pathways</td>
<td>-Provider on at least Level 2 of Pathways</td>
<td></td>
</tr>
<tr>
<td><strong>Staff/Helper Qualifications</strong></td>
<td>-Provider trained in Family Child Care Entry-Level Training Part 1 (3 hr.)</td>
<td>-Provider trained in Family Child Care Entry-Level Training Part 2 (3hr)</td>
<td>-Provider trained in Family Child Care Best Practice Training Part 1 (3 hr)</td>
<td>-Provider trained in Family Child Care Best Practice Training Part 2 (3 hr.)</td>
</tr>
<tr>
<td><strong>Quality Indicator Practices</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Required Practices</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Health &amp; Safety</strong></td>
<td>-Balanced meals served daily.</td>
<td>-Outdoor time scheduled daily.</td>
<td>-Drinking water is available to children throughout the day indoor and outdoor.</td>
<td>-Program participates on the Child and Adult Care Food Program (CACFP) or follows the guidelines of the CACFP.</td>
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<td></td>
<td>-Hands washed after outside play, messy play, touching animals, etc.</td>
<td>-Indoor and outdoor space is age-appropriate.</td>
<td>-Staff inspect environment daily.</td>
<td>-Emergency plans such as fire, tornado, flooding, and active shooter are posted.</td>
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<td></td>
<td>-Children are protected from the sun during outdoor play.</td>
<td>-Feeding time are pleasant for children with appropriate teaching provided such as math talk.</td>
<td>-Naps/rest provisions are sanitary with all cribs/cots 36” apart.</td>
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<td></td>
<td>-Feeding time are pleasant for children with appropriate teaching provided such as math talk.</td>
<td>-Diapering/toileting schedule meets all the children’s needs by going every 2 hours.</td>
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<tr>
<td><strong>Space and Materials</strong></td>
<td>-A variety of play materials are offered daily.</td>
<td>-Provider placement allows optimum supervision of all children.</td>
<td>-Age-appropriate play material at child’s level and rotated to maintain children’s interest.</td>
<td>-Provider space designed for different interest areas which are defined and equipped.</td>
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<td></td>
<td>-Routine care furniture such as cots, diaper table, cubbies are accessible and convenient.</td>
<td>-Environment has quiet and active areas.</td>
<td>-At least 10 examples of children’s artwork on display.</td>
<td>-Furnishings are child sized for toddler and older children.</td>
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<td></td>
<td>-Photographs of children in group, their families, or pets are displayed at child’s eye level.</td>
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<tr>
<td>Activities &amp; Experiences</td>
<td>Relationships &amp; Interactions</td>
<td>Program Management</td>
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<tr>
<td>-Meal/nap times are relaxed.</td>
<td>-Provider talks to children about words, concepts, problem solving, reasoning, etc.</td>
<td>-Provider has implemented a minimum of 1 written policy in the following areas: nutrition, physical activity, safe sleep practices, suspensions, and expulsion</td>
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<tr>
<td>-Frequent communications with child occur through talking, singing, reading, etc.</td>
<td>-Provider asks open-ended questions.</td>
<td>-Transitions are smooth, gradual, and wait times never exceed 3 minutes.</td>
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<tr>
<td>-At least 3 examples of racial/cultural diversity are observed in materials in a positive way.</td>
<td>-Provider offers at least 3 age-appropriate materials in each category daily and joins in with children's play to add to the learning that engages them.</td>
<td>-Provider has implemented a minimum of 2 written policies in the following areas: nutrition, physical activity, safe sleep practices, suspensions, and expulsion</td>
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<tr>
<td>-Provider schedules parent engagement activities at least annually.</td>
<td>-Screen time during observation is limited to 20 minutes for children 24 months and older and/or is not used for those under 24 months.</td>
<td>-Transitions are smooth, gradual, and wait times never exceed 3 minutes.</td>
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<tr>
<td>-Parents receive daily written or verbal communication about their child's day.</td>
<td>-Provide expands on children's play.</td>
<td>-Parents complete written Evaluation of the program</td>
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<tr>
<td>-Provider uses warm physical touch to match moods, personalities, or preferences of children.</td>
<td>-Provider offers at least 5 age-appropriate materials in each category daily and joins in with children's play to add to the learning that engages them.</td>
<td>-Provider has implemented written policies in all areas: nutrition, physical activity, safe sleep practices, suspensions, and expulsion</td>
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<tr>
<td>-Interactions with children are warm and respectful.</td>
<td>-Provider helps children be aware of how their actions affect others and uses communication to solve problems.</td>
<td>-Group activities are engaging but children are given choices to participate.</td>
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<td>-Provider acts to avoid problems among children before they occur such as bringing out duplicate toys or moving activities to bigger space.</td>
<td>-The provider uses Pyramid Model materials and models in the home and to address challenging behaviors.</td>
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<td>-Parents complete written Evaluation of the program</td>
<td>-Provider helps children be aware of how their actions affect others and uses communication to solve problems.</td>
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<td>-Staff orientation period includes supervisor observations and feedback.</td>
<td>-Implement an expulsion policy.</td>
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<td>-Parent orientation includes a tour.</td>
<td>-Provider initiates appropriate vigorous gross motor activity and helps children develop new skills.</td>
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<td>-Schedule meets the needs and can be adjusted to meet the varying needs of children.</td>
<td>-Provider helps children be aware of how their actions affect others and uses communication to solve problems.</td>
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<td>-Provider helps children develop new skills.</td>
<td>-Provide expands on children's play.</td>
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<td>Quality Indicator Knowledge</td>
<td>Level 1</td>
<td>Level 2</td>
<td>Level 3</td>
<td>Level 4</td>
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<td>Training</td>
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<td><strong>Health &amp; Safety</strong></td>
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<tr>
<td>- fitCare Training (8 hr.)</td>
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<td><strong>Space and Materials</strong></td>
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<tr>
<td>- Early Learning Guidelines Training (6 hr.)</td>
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<td><strong>Activities &amp; Experiences</strong></td>
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<tr>
<td>- Social Emotional Foundations for Early Learning Series (Infant/Toddler or Preschool) (6 hr)</td>
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<td><strong>Relationships &amp; Interactions</strong></td>
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<td>- Ins &amp; Outs of Lesson Planning Series (6 hr.)</td>
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<td><strong>Quality Indicator Assessments</strong></td>
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<td><strong>Assessment</strong></td>
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<td>Family Child Care Environmental Rating Scale (FCCERS-3) Observation</td>
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