

GOVERNMENT OF THE DISTRICT OF COLUMBIA
Child and Family Services Agency



CONTRACTS AND PROCUREMENT ADMINISTRATION

**BLANKET PURCHASE AGREEMENT
CHILD CARE SERVICES
DCRL-2013-A-0122**

1. EXTENT OF OBLIGATION:

The Government of the District of Columbia is obligated only to the extent that authorized purchases are actually made under the Blanket Purchase Agreement (BPA), and is not obligated to place future orders. (Title 27 of the District of Columbia Municipal Regulations (DCMR), Chapter 18, Section 1810.2 (a) (c).

- a) Delivery or performance shall be made only as authorized by orders. Authorized orders may be in the form of a Purchase Order. The Contractor shall furnish to the District, when and if ordered, the supplies or services specified in the Schedule up to and including the maximum quantity specified in the price schedule. The District will order at least the minimum quantity specified in the price schedule.
- b) There is no limit on the number of orders that may be issued. The District may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- c) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and District's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided that the contractor shall not be required to make any deliveries under this contract after the expiration date of the contract.
- d) The Contractor shall not provide any services under this agreement until sufficient funding to cover the cost of the requested services has been issued.

2. PURCHASE LIMITATION /METHOD OF AWARD:

The BPA shall not exceed \$ _____ through one year from date of award.

- 3. RESPONSE IS DUE BY: May 23, 2014 by 2:00 p.m.** and may be sent via: Fax (202) 727-5886, email patricia.lewis-miller@dc.gov, or hand-delivered or mailed to:

Child and Family Services Agency
Contracts and Procurement Administration
200 I Street, S.E., Suite 2031
Washington, DC 20003

If you have any questions, please contact Patricia Lewis-Miller, Contract Specialist, at (202) 727-7584.

If hand delivering BPAs, bidders are cautioned to **USE ONLY THE 2nd Street, S.E. Entrance**, also known as the CFSA Clinic entrance. **DO NOT GO TO THE LOADING DOCK OR MAIN LOBBY**. This is a secure access building and CFSA will ensure that staff is present at this location to ensure timely receipt of bids. Bidders are cautioned to allow sufficient time to locate parking. Bidders assume the risk of ensuring the bids are received prior to the date and time set for the receipt of bids. If the Bidder uses an entrance other than 2nd Street, S.E., CFSA does not guarantee that it will be able to reach the location in sufficient time to ensure timely receipt.

4. PERIOD OF PERFORMANCE:

The term of this agreement shall be for a period of one (1) year from the date of award. Purchase orders issued by the District will expire at the end of each fiscal year. The expiration date of a purchase order has no effect on the performance period of the actual BPA unless the purchase limitation amount has been met.

5. PRICE/COST SCHEDULE

The Contractor shall provide all direct and indirect resources to administer the services in accordance with the specifications contained in this BPA and at the prices stated. This is a Fixed-Price BPA for the supplies/services to be performed at the unit prices specified in Section 5.1 – 5.5 the Price Schedules.

5.1 BASE YEAR

CLIN	SERVICES	Unit of Measure	Minimum Units	Maximum Units	Rate Per Unit	Total Maximum Amount
0001	Staff personnel (2)	Hours	4	192	\$ _____	\$ _____
0002	Child Care Activities & Snacks per event (Up to 20 children)	Event	1	48	\$ _____	\$ _____
0002a	Child Care Activities & Snacks per event (Up to 21 children)	Event	1	48	\$ _____	\$ _____
0003	Administrative Fee Per Event	Event	1	48	\$ _____	\$ _____
Grand Total 5.1						\$ _____

5.2 OPTION YEAR ONE

CLIN	SERVICES	Unit of Measure	Minimum Units	Maximum Units	Rate Per Unit	Total Maximum Amount
1001	Staff personnel (2)	Hours	4	192	\$_____	\$_____
1002	Child Care Activities & Snacks per event (Up to 20 children)	Event	1	48	\$_____	\$_____
1002a	Child Care Activities & Snacks per event (Up to 21 children and more)	Event	1	48	\$_____	\$_____
1003	Administrative Fee Per Event	Event	1	48	\$_____	\$_____
Grand Total 5.2						\$_____

5.3 OPTION YEAR TWO

CLIN	SERVICES	Unit of Measure	Minimum Units	Maximum Units	Rate Per Unit	Total Maximum Amount
20001	Staff personnel (2)	Hours	4	192	\$_____	\$_____
2002	Child Care Activities & Snacks per event (Up to 20 children)	Event	1	48	\$_____	\$_____
2002a	Child Care Activities & Snacks per event (Up to 21 children and more)	Event	1	48	\$_____	\$_____
2003	Administrative Fee	Event	1	48	\$_____	\$_____
Grand Total 5.3						\$_____

5.4 OPTION YEAR THREE

CLIN	SERVICES	Unit of Measure	Minimum Units	Maximum Units	Rate Per Unit	Total Maximum Amount
3001	(2) Staff personnel	Hours	4	192	\$_____	\$_____
3002	Child Care Activities & Snacks per event (Up to 20 children)	Event	1	48	\$_____	\$_____
3002a	Child Care Activities & Snacks per event (Up to 21 children and more)	Event	1	48	\$_____	\$_____
3003	Administrative Fee	Event	1	48	\$_____	\$_____
Grand Total 5.3						\$_____

5.5 OPTION YEAR FOUR

CLIN	SERVICES	Unit of Measure	Minimum Units	Maximum Units	Rate Per Unit	Total Maximum Amount
4001	(2) Staff personnel	Hours	4	192	\$_____	\$_____
0002	Child Care Activities & Snacks per event (Up to 20 children)	Event	1	48	\$_____	\$_____
4002a	Child Care Activities & Snacks per event (Up to 21 children or more)	Event	1	48	\$_____	\$_____
4003	Administrative Fee	Event	1	48	\$_____	\$_____
Grand Total 5.4						\$_____

6. BACKGROUND

The Government of the District of Columbia and Family Services (CFSA) is issuing this BPA to obtain services of a child care providers for children in the child welfare system.

CFSA provides child and welfare services to promote the safety and well-being of children and families. The agency coordinates public and private partnerships to preserve families through foster care, adoption and child welfare services, and to protect children against abuse or neglect.

6.1 SCOPE OF SERVICES:

The Government of the District of Columbia, on behalf of Child and Family Services (CFSA) is seeking a contactor to provide child care services on weekdays and weekends on an as-needed basis for training events held for Foster Parents at CFSA, 200 I Street, S.E. ,St. Elizabeth's Hospital site in Washington, D.C. or at Oxon Hill Library in Oxon Hill, Maryland

6.2 DESCRIPTION/SPECIFICATIONS:

6.2.1 The Contractor shall provide all management, labor, material, equipment and supplies necessary to provide child care services listed in the Sections 6.4 – 6.5. The Contractor shall ensure that room space is set-up in accordance with state and city standards.

6.2.3 The child care provider shall be state certified and adhere to all state certification guidelines i.e. staff-child ratio, staff health requirements, program standards, nutrition requirements, medications, fire and life safety, volunteers. Contractor's staff will partner with local caregivers and teachers to create experiences that the children will love to remember.

6.2.4 The Contractor shall ensure that there are adequate snacks for each child. All snacks served shall be in accordance with state and city day care center requirements.

6.3 SPECIFIC SERVICE REQUIREMENTS

6.3.1 The contractor shall be responsible for providing all necessary supplies, age appropriate toys, art projects and activities as well as equipment for the adequate care of children and pre-teens. An infant changing station shall also be provided for events where infants are present.

6.3.2 The contractor shall ensure for safety reasons, and the requirements of the District of Columbia, that the staff to student ratios are as follows:

- Up to 24 months (1:3);
- 24 – 30 months through 3 year (1:8);
- 4-6 years (1:10);
- 4-7 years and older (1:15);

6.3.3 All staff of the contractor shall meet the following requirements

- Be at least 18 years old
- Speak and write English
- A minimum of two years of verifiable child care experience

- Must have passed a personalized interview by the contractor.
 - Have Professional childcare/teaching references for former employers
 - Comprehensive background checks are performed to include any criminal history
 - As well as any sexual assault and sex offender registry
 - All candidates must complete CPR and First Aid certification before initial placement.
 - Copies of ID's as well as evidence of legal work status in the US remain on file with the contractor.
 - Meet all state requirements for providing childcare.
- 6.3.5 The contractor shall provide a list of all employees working under this BPA to CFSA.
- 6.3.6 The contractor shall wear uniforms that CFSA children will easily be able to recognize during each event.
- 6.3.7 The contractor shall arrive at the event location and setup all necessary equipment for the event at least 30 minutes prior to the scheduled time.
- 6.3.8 The contractor shall have a general manager available to make sure each event station is set up on time, adequately equipped and staffed according to specifications.
- 6.3.9 The contractor will be responsible and available for childcare registration.
- 6.3.10 The contractor shall provide the parent/guardian a registration form to include their emergency contact information and detail the special needs of their child. Children with allergies shall wear additional tags to alert all staff. The contractor shall ensure that they obtain all relevant information from the Parent to include at a minimum: medical, allergies, feeding instruction, ailments or habits and activity preferences etc., Parents shall provide any special food items, especially infant formula, and shall instruct staff on the particulars of their children for its use. A microwave and two refrigerators will be provided for the preparation and storage of special food items.
- 6.3.11 The contractor shall take digital photos of each child, log into a computer system and maintain for the duration of the event. Colored wrist bands shall be provided for each child and matching bands with identical identification numbers given to each parent. The contractor will instruct the parent that the child would not be released without producing their child's matching band. When bands are checked, the contractor shall ensure that the parents sign their children in and out of the event on the registration sheet.
- 6.3.12 The contractor will be responsible for maintaining a sign in roster by child's name, parent or guardian representative and signature, lunch check-out/in and final check-out. As well as registration form for parent or guardian to detail the specific needs of the child and inform caregivers of ailments or allergies, habits and activity preferences.
- 6.3.13 After each child is registered, the contractor's personnel shall take each child to their appropriate age group for activities. The contractor's personnel shall escort all children to the bathroom. Children who need assistance in the restroom shall be accompanied by 2 staff members of the contractor.
- 6.3.14 The contractor shall occupy children in their various groups until the parent(s) pick them up.

- 6.3.15 The contractor shall provide age-appropriate snacks for all youth. The contractor will provide at least 2 snacks per day for all day training.
- 6.3.16 Cell phone use by the contractor during an event is restricted to reaching the parent/guardian.
- 6.3.17 The area used for taking naps must be cleaned and sanitized. Children shall not share blankets, or pillows, or personal sleeping space.

6.4 STANDARD OF CARE:

- 6.4.1 The contractor will use a designated diaper changing area assigned to infants, secluded from all other children. All contracted staff shall wear non-allergenic gloves when changing diapers or assisting children in toileting. All contractors' staff shall use hand sanitizer or soap and water prior to returning to work.
- 6.4.2 The contractor's staff shall have knowledge of the children's needs, accountability for their care, and knowledge of which children they are responsible for at all times. No child shall ever be left alone or unsupervised.
- 6.4.3 The contractor will provide a separate snack area, in which all snacks will be served in a seated table setting. All contractors will wear non-allergenic plastic gloves while serving snacks.
- 6.4.4. All contracted staff and children leaving the prescribed child care room must have shoes and socks on, unless leaving for the day in the care of their guardians.
- 6.4.5 The contractor shall sanitize daily all toys, crafts and equipment used in the childcare room.
- 6.4.6 No contractor shall be under the influence of any substance that impairs the contractor's ability to supervise the children and/or perform the contractor's duties.

6.5 DISTRICT'S RESPONSIBILITIES:

- 6.5.1 CFSA will provide the minimum required amount of space per child that is scheduled to attend according to the law.
- 6.5.2 CFSA will provide standard meals for each child.
- 6.5.3 CFSA will provide diapers, bottles, baby food, blankets, clothes, wipes and any special food or care items each child requires.

6.6 LOCATION OF SERVICES

The Contractor shall provide the services at the following training locations:

CFSA -200 I Street, S.E., Washington, D.C;
St. Elizabeth's Hospital in Washington, D.C;
Oxon Hill Library in Oxon Hill, Maryland.

6.7 MANDATORY REPORTING

- 6.7.1 The Contractor shall Comply with the provisions as cited in D.C. Law 22-2 and DC Code §4-1321.02.
- 6.7.2 The Contractor shall ensure that any staff member who receives information concerning, or personally observes an incident of alleged or actual child abuse or neglect, having any other information indicating an alleged or actual risk to a client's health or safety, shall make an immediate oral report and a written report within twenty-four (24) hours to the Child Abuse and Neglect Unit Located at 200 I Street, S.E, Washington, D.C. 20003 or by calling the CFSA twenty-four (24) hour Child Abuse and Neglect Hotline (202) 671-SAFE.
- 6.7.3 The Contractor shall ensure that any staff member who believes that a client is in serious and immediate danger shall take immediate steps to protect the client including, as appropriate, removing the client from the danger.
- 6.7.4 The Contractor shall ensure that the written report includes, but is not limited to, the following information: client, who is the subject of the report, person responsible for the client's care, nature and extent of the abuse or neglect, other information that may be helpful in establishing the cause of the abuse or neglect, and the identity of the person responsible for the abuse or neglect.

6.8 UNUSUAL INCIDENTS

- 6.8.1 The contractor shall report immediately by telephone all unusual incidents to the CFSA twenty-four (24) hour Hotline: 202-671 SAFE (7233).
- 6.8.2 The Contractor shall establish, implement, and describe in writing policies and procedures for the reporting of unusual incidents, which include;
- (a) Accident/s involving clients or staff on duty;
 - (b) A loss of any utility, including but not limited to, power, water, or sewage
 - (c) Any condition which results in the facility's closure and
 - (d) Any other occurrence or event which substantially interferes with the client's health, welfare, living arrangement, or well-being, or in any way places the client at risk.
- 6.8.3 The Contractor's director or other designated staff shall complete an Unusual Incident Report, 1243, and ensure delivery is completed via fax or personal delivery to the CA within (24) hours of the occurrence of an incident.
- 6.8.4 The Contractor shall notify the Metropolitan Police Department (MPD) and the Child and Family Services Hotline, immediately or within thirty (30) minutes, after learning that a child/children, caregiver and/or involved family member has been involved in an unusual incident.

6.9 DELIVERABLES

The contractor shall perform the activities required to successfully complete the District’s requirements and submit each deliverable to the CA identified in Section 7.

Deliverable	Quantity	Format/Method of Delivery	Due Date
Documentation regarding the number of children serviced and any special needs that required preparation	1	Hard Copy and electronically to the CA for the Child Welfare Training Academy and the Training Specialist	10 business days subsequent to offering services
Evaluations from foster parents that have received services	1	Hard Copy and electronically to the Program Administrator for the Child Welfare Training Academy and the Training Specialist	Quarterly Evaluations should be archived and presented so that the CA can review the perceived quality of service per the resource parents.

7. NOTICE OF INDIVIDUALS AUTHORIZED TO PLACE ORDERS UNDER THE BPA:

OFFICE

POINT OF CONTACTS

Contracts and Procurement Administration:

Tara Sigamoni
Agency Chief Contracting Officer
Tara.Sigamoni@dc.gov
(202) 724-5300

Office of Planning, Policy & Program Support

Karen S. Fenton-LeShore, Ph.D., MSSW
Training Administrator
Child Welfare Training Academy
Karen.Fenton-Leshore@dc.gov
(202)-442-4246

8. OPTION TO EXTEND THE TERM OF THE BLANKET PURCHASE ORDER:

- 8.1 The District may extend the term of this BPA for a period of one (1), one-year option periods, or successive fractions thereof by written notice to the Contractor before the expiration of the BPA; provided that the District will give the Contractor a preliminary written notice of its intent to extend at least thirty (30) days before the BPA expires. The preliminary notice does not commit the District to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the BPA.
- 8.2 If the District exercises this option, the extended BPA shall be considered to include this option provision.
- 8.3 The price for the option period shall be as specified in the BPA.
- 8.4 The total duration of this BPA, including the exercise of any options under this clause, shall not exceed four (4) years.

9. ORDER FOR SERVICES AND INVOICES:

- 9.1 Orders for services against this BPA will be placed via email, telephone or facsimile. CFSA will issue an order under this Agreement in writing, in the form of an electronic mail, facsimile, or paper purchase order. These will be considered direct ordering agreements made with the contractor.
- 9.2 Unless otherwise agreed to, all deliveries under this BPA must be accompanied by delivery tickets or invoices that must contain as a minimum, the contractor's name, address, invoice number, date, tax ID number, DUNS number, BPA and purchase order numbers, description of services, name and address of both the person to whom payment is to be sent, and the person to be notified in the event of a defective invoice.

**Child and Family Services Agency
Fiscal Operations Administration
200 I Street SE, 2nd floor
Washington, DC 20003
(202) 727-7456 (phone)**

- 9.3 Direct all technical inquiries to the Contract Administrator (CA), at 202-724-7080.
- 9.4 The terms and conditions included in this BPA apply to all purchases made pursuant to this BPA and the District's Standard Contract Provisions for Use with District of Columbia Government Supply and Services Contracts dated March 2007. In the event of an inconsistency between the provisions of this BPA and the Contractor's invoice, the provisions of this BPA will take precedence.

10. CERTIFICATION, SUBMISSION, AND PAYMENT OF INVOICES:

- 10.1 **Certification of Invoices.** Upon receipt of a properly submitted invoice, it will be forwarded

to the CFSA CA, who will certify the invoice and return it to the CFSA Fiscal Operations Administration for processing.

- 10.2 **Submission of Invoices.** The Contractor shall submit to the Agency Fiscal Operations an itemized invoice upon acceptance of services, every thirty (30) days, or upon expiration of the BPA, whichever occurs first, for all services for which payment has not been received.

All invoices should be mailed to:

**Child and Family Services Agency
Fiscal Operations Administration
200 I Street SE, 2nd floor
Washington, DC 20003**

The contractor may also submit invoices by e-mail to: cfsa.accountspayable@dc.gov

- 10.3 **Payment of Invoices.** In accordance with the Quick Payment Act, D.C. Official Code § 2-221.02, payment shall be made within thirty (30) days from the date of receipt of a properly submitted invoice, after all approvals are completed. CFSA will only pay the Contractor for performing the services under this BPA at the prices stated in the Pricing Schedule.

11. METHOD OF AWARD:

- 11.1 The BPA will be awarded to the responsible offeror whose offer is most advantageous to the District, based upon the evaluation criteria specified below. Thus, while the points in the evaluation criteria indicate their relative importance, the total scores will not necessarily be determinative of the award. Rather, the total scores will guide the District in making an intelligent award decision based upon the evaluation criteria.

The District may award a contract on the basis of initial offers received, without discussion. Therefore, each initial offer should contain the offeror's best terms from a standpoint of cost or price, technical and other factors.

11.2 TECHNICAL RATING(S)

- 11.2.1 Technical Rating Scale is as follows:

Numeric Rating	Adjective	Description
0	Unacceptable	Fails to meet minimum requirements; e.g., no demonstrated capacity, major deficiencies which are not correctable; offeror did not address the factor.
1	Poor	Marginally meets minimum requirements; major deficiencies which may be correctable.
2	Minimally Acceptable	Marginally meets minimum requirements; minor deficiencies which may be correctable.

3	Acceptable	Meets requirements; no deficiencies.
4	Good	Meets requirements and exceeds some requirements; no deficiencies.
5	Excellent	Exceeds most, if not all requirements; no deficiencies.

11.2.2 The technical rating is a mechanism that will be applied to the point value for each ranking factor to determine the offeror’s score for each factor. The offeror’s total technical score will be determined by adding the offeror’s score in each evaluation factor. For example, if an evaluation factor has a point value range of zero (0) to forty (40) points, using the Technical Rating Scale above, if the District evaluates the offeror’s response as “Good,” then the score for that evaluation factor is 4/5 of 40 or 32.

If subfactors are applied, the offeror’s total technical score will be determined by adding the offeror’s score for each subfactor. For example, if an evaluation factor has a point value range of zero (0) to forty (40) points, with two subfactors of twenty (20) points each, using the Technical Rating Scale above, if the District evaluates the offeror’s response as “Good” for the first subfactor and “Poor” for the second subfactor, then the total score for that evaluation factor is 4/5 of 20 or 16 for the first subfactor plus 1/5 of 20 or 4 for the second subfactor, for a total of 20 for the entire factor.

Factors (s)	Evaluation Criteria	Points
Factor #1	Superior customer service as demonstrated by commitment to child care needs. This shall be demonstrated by: <ul style="list-style-type: none"> • Ability to provide child care activities that are age appropriate and engaging. • Ability to demonstrate awareness of childhood development and skills necessary to engage children of varying ages. • Ability to engage care providers (foster parents, biological parents) in a way that is courteous and respectful. 	20
Factor #2	Demonstrated reliability and flexibility to provide child care services on designated weekends (9am-4pm) and weekday evenings (6pm-9pm).	25
Factor #3	Ability to provide either a nurse or certified nursing assistant as needed to assist with children with disabilities who require a slightly higher level of care.	25
Factor #4	Demonstrated ability and willingness to provide child care in varying locations as determined by training venue.	20

12. PRICE CRITERION (10 Points Maximum)

The price evaluation will be objective. The offeror with the lowest price will receive the maximum price points. All other proposals will receive a proportionately lower total score. The following formula will be used to determine each offeror's evaluated price score:

$$\frac{\text{Lowest price proposal}}{\text{Price of proposal being evaluated}} \times \text{weight} = \text{Evaluated price score}$$

12.1 TOTAL POINTS (100 Points Maximum)

Total points shall be the cumulative total of the offeror's technical criteria points and price.

13. EVALUATION OF OPTION YEARS

The District will evaluate offers for award purposes by evaluating the total price for all options as well as the base year. Evaluation of options shall not obligate the District to exercise them. The total District's requirements may change during the option years. Quantities to be awarded will be determined at the time each option is exercised.

14. BEST AND FINAL OFFERS

If, subsequent to receiving original proposals, negotiations are conducted, the top three highest scoring Offerors shall be so notified and will be provided an opportunity to submit written best and final offers or oral presentations at the designated ate and time. Best and final offers will be subject to the Late Submissions, Late Modifications and Late Withdrawals of Proposals provision of the solicitation. After receipt of best and final offers or oral presentations, no discussion will be reopened unless the CO determines that it is clearly in the District's best interest to do so, e.g. it is clear that information available at that time is inadequate to reasonably justify contractor selection and award based on the best and final offers received. If discussions are reopened, the CO shall issue an additional request for the best and final offers.

15. DEPARTMENT OF LABOR WAGE DETERMINATIONS:

The Contractor shall be bound by the Wage Determination No. 2005-2103 Rev. 13, dated June 19, 2013, issued by the U.S. Department of Labor in accordance with the Service Contract Act, 41 U.S.C. §351 *et seq.* The Contractor shall be bound by the wage rates for the term of the contract subject to revision as stated herein and in accordance with Section 24 of the SCP. If an option is exercised, the Contractor shall be bound by the applicable wage rates at the time of the exercise of the option. If the option is exercised and the CO obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment.

16. FREEDOM OF INFORMATION ACT

The District of Columbia Freedom of Information Act, at D.C. Official Code §2-532 (a-3), requires the District to make available for inspection and copying any record produced or collected pursuant to a District BPA with a private contractor to perform a public function, to the same extent as if the record were maintained by the agency on whose behalf the BPA is made. If the Contractor receives a request for such information, the Contractor shall immediately send the request to the CA who will provide the request to the FOIA Officer for the agency with programmatic responsibility in accordance with the D.C. Freedom of Information Act. If the agency with programmatic responsibility receives a request for a record maintained by the Contractor pursuant to the BPA, the CA will forward a copy to the Contractor. In either event, the Contractor is required by law to provide all responsive records to the CA within the timeframe designated by the CA. The FOIA Officer for the agency with programmatic responsibility will determine the releasability of the records. The District will reimburse the Contractor for the costs of searching and copying the records in accordance with D.C. Official Code §2-532 and Chapter 4 of Title 1 of the *D.C. Municipal Regulations*.

17. SECTION 504 OF THE REHABILITATION ACT OF 1973, as amended.

During the performance of the BPA, the Contractor and any of its subcontractors shall comply with Section 504 of the Rehabilitation Act of 1973, as amended. This Act prohibits discrimination against disabled people in federally funded programs and activities. See 29 U.S.C. § 794 *et seq.*

18. AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)

During the performance of this BPA, the Contractor and any of its subcontractors shall comply with the ADA. The ADA makes it unlawful to discriminate in employment against a qualified individual with a disability. See 42 U.S.C. §12101 *et seq.*

19. PROTECTION OF PROPERTY:

The Contractor shall be responsible for any damage to the building, interior, or their approaches in delivering equipment covered by this BPA.

20. CONTRACTOR RESPONSIBILITIES

All costs of operations under this contract shall be paid by the Contractor. This includes, but is not limited to, all Federal and State income taxes, surcharges, licenses, insurance, transportation, or any other operational costs. No payments other than those provided for in the Pricing Schedule shall be made to the Contractor unless authorized by modification to this BPA.

Pursuant to the Child and Youth, Safety and Health Omnibus Congressional Review Amendment Act of 2004 and Mayor's Order 90-27 Drug-Free Workplace Act of 1988; the contractor will be required to complete a Drug and Alcohol Test, Criminal Background Check, Child Protection Registry (CPR) at the contractor's expense.

Contractor shall at all times act in good faith and in the best interest of CFSA, use commercially reasonable efforts and exercise all due care and sound business judgment in

performing its duties under this BPA. The Contractor shall at all times comply with CFSA policies, procedures, and directives, which are incorporated by reference and made part of this BPA.

21. CONFIDENTIALITY:

The Contractor recognizes and acknowledges that, by virtue of entering into this contract and providing services to the District hereunder, Contractor may have access to certain information of the District and its clients that is confidential and constitutes valuable, special and unique property of the District. The Contractor shall not at any time, either during or subsequent to the term of this contract, disclose to others, use, copy or permit to be copied, any the District client/confidential information without the District's express prior written consent, except pursuant to Contractor's duties hereunder. Contractor agrees to abide by all laws and regulations governing confidentiality, including but not limited to the Health Insurance Portability and Accountability Act of 1996, as amended (HIPAA).

22. APPLICABILITY OF STANDARD CONTRACT PROVISIONS:

The Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts dated March 2007 ("SCP") are incorporated as part of the contract. To obtain a copy of the SCP go to www.ocp.dc.gov, click on Solicitation Attachments, then click on "Standard Contract Provisions (March 2007) (PDF)".

23. CRIMINAL BACKGROUND AND TRAFFIC RECORDS CHECKS FOR CONTRACTORS THAT PROVIDE DIRECT SERVICES TO CHILDREN OR YOUTH

- 23.1** A contractor that provides services as a covered child or youth services provider, as defined in section 202(3) of the Child and Youth, Safety and Health Omnibus Amendment Act of 2004, effective April 13, 2005 (D.C. Law 15-353; D.C. Official Code § 4-1501.01 *et seq.*), as amended (in this section, the "Act"), shall obtain criminal history records to investigate persons applying for employment, in either a compensated or an unsupervised volunteer position, as well as its current employees and unsupervised volunteers. The Contractor shall request criminal background checks for the following positions: All positions that involve contact with wards of CFSA.
- 23.2** The Contractor shall also obtain traffic records to investigate persons applying for employment, as well as current employees and volunteers, when that person will be required to drive a motor vehicle to transport children in the course of performing his or her duties. The Contractor shall request traffic records for the following positions: all positions which have direct or unsupervised contact with children.
- 23.3** The Contractor shall inform all applicants requiring a criminal background check that a criminal background check must be conducted on the applicant before the applicant may be offered a compensated position or an unsupervised volunteer position.
- 23.4** The Contractor shall inform all applicants requiring a traffic records check that a traffic records check must be conducted on the applicant before the applicant may be offered a compensated position or a volunteer position.

23.5 The Contractor shall obtain from each applicant, employee and unsupervised volunteer:

- (A) a written authorization which authorizes the District to conduct a criminal background check;
- (B) a written confirmation stating that the Contractor has informed him or her that the District is authorized to conduct a criminal background check;
- (C) a signed affirmation stating whether or not they have been convicted of a crime, pleaded nolo contendere, are on probation before judgment or placement of a case upon a stet docket, or have been found not guilty by reason of insanity, for any sexual offenses or intra-family offenses in the District or their equivalent in any other state or territory, or for any of the following felony offenses or their equivalent in any other state or territory:
 - (i) Murder, attempted murder, manslaughter, or arson;
 - (ii) Assault, assault with a dangerous weapon, mayhem, malicious disfigurement, or threats to do bodily harm;
 - (iii) Burglary;
 - (iv) Robbery;
 - (v) Kidnapping;
 - (vi) Illegal use or possession of a firearm;
 - (vii) Sexual offenses, including indecent exposure; promoting, procuring, compelling, soliciting, or engaging in prostitution; corrupting minors (sexual relations with children); molesting; voyeurism; committing sex acts in public; incest; rape; sexual assault; sexual battery; or sexual abuse; but excluding sodomy between consenting adults;
 - (viii) Child abuse or cruelty to children; or
 - (ix) Unlawful distribution of or possession with intent to distribute a controlled substance;
- (D) a written acknowledgement stating that the Contractor has notified them that they are entitled to receive a copy of the criminal background check and to challenge the accuracy and completeness of the report; and
- (E) a written acknowledgement stating that the Contractor has notified them that they may be denied employment or a volunteer position, or may be terminated as an employee or volunteer based on the results of the criminal background check.

23.6 The Contractor shall inform each applicant, employee and unsupervised volunteer that a false statement may subject them to criminal penalties.

23.7

Prior to requesting a criminal background check, the Contractor shall provide each applicant, employee, or unsupervised volunteer with a form or forms to be utilized for the following purposes:

- (A) To authorize the Metropolitan Police Department (MPD), or designee, to conduct the criminal background check and confirm that the applicant, employee, or unsupervised volunteer has been informed that the Contractor is authorized and required to conduct a criminal background check;
- (B) To affirm whether or not the applicant, employee, or unsupervised volunteer has been convicted of a crime, has pleaded nolo contendere, is on probation before judgment or placement of a case upon a stet docket, or has been found not guilty by reason of insanity for any sexual offenses or intra-family offenses in the District or their equivalent in any other state or territory of the United States, or for any of the felony offenses described in paragraph 25.5 (C)
- (C) To acknowledge that the applicant, employee, or unsupervised volunteer has been notified of his or her right to obtain a copy of the criminal background check report and to challenge the accuracy and completeness of the report;
- (D) To acknowledge that the applicant may be denied employment, assignment to, or an unsupervised volunteer position for which a criminal background check is required based on the outcome of the criminal background check; and
- (E) To inform the applicant or employee that a false statement on the form or forms may subject them to criminal penalties pursuant to D.C. Official Code §22-2405.

23.8

The Contractor shall direct the applicant or employee to complete the form or forms and notify the applicant or employee when and where to report to be fingerprinted.

23.9

Unless otherwise provided herein, the Contractor shall request criminal background checks from the Chief, MPD (or designee), who shall be responsible for conducting criminal background checks, including fingerprinting.

23.10

The Contractor shall request traffic record checks from the Director, Department of Motor Vehicles (DMV) (or designee), who shall be responsible for conducting traffic record checks.

23.11

The Contractor shall provide copies of all criminal background and traffic check reports to the CA within one business day of receipt.

23.12

The Contractor shall pay for the costs for the criminal background and traffic record checks, pursuant to the requirements set forth by the MPD and DMV. The District

shall not make any separate payment for the cost of criminal background and traffic record checks.

- 23.13** The Contractor may make an offer of appointment to, or assign a current employee or applicant to, a compensated position contingent upon receipt from the contracting officer of the CA's decision after his or her assessment of the criminal background or traffic record check.
- 23.14** The Contractor may not make an offer of appointment to an unsupervised volunteer whose position brings him or her into direct contact with children until it receives from the contracting officer the CA's decision after his or her assessment of the criminal background or traffic record check.
- 23.15** The Contractor shall not employ or permit to serve as an unsupervised volunteer an applicant or employee who has been convicted of, has pleaded nolo contendere to, is on probation before judgment or placement of a case on the stet docket because of, or has been found not guilty by reason of insanity for any sexual offenses involving a minor.
- 23.16** Unless otherwise specified herein, the Contractor shall conduct periodic criminal background checks upon the exercise of each option year of this contract for current employees and unsupervised volunteer in the positions.
- 23.17** An employee or unsupervised volunteer may be subject to administrative action including, but not limited to, reassignment or termination at the discretion of the CA after his or her assessment of a criminal background or traffic record check.
- 23.18** The CA shall be solely responsible for assessing the information obtained from each criminal background and traffic records check report to determine whether a final offer may be made to each applicant or employee. The CA shall inform the contracting officer of its decision, and the contracting officer shall inform the Contractor whether an offer may be made to each applicant.
- 23.19** If any application is denied because the CA determines that the applicant presents a present danger to children or youth, the Contractor shall notify the applicant of such determination and inform the applicant in writing that she or he may appeal the denial to the Commission on Human Rights within thirty (30) days of the determination.
- 23.20** Criminal background and traffic record check reports obtained under this section shall be confidential and are for the exclusive use of making employment-related determinations. The Contractor shall not release or otherwise disclose the reports to any person, except as directed by the contracting officer.

24. INSURANCE:

- A. GENERAL REQUIREMENTS. The Contractor shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall have its insurance broker or insurance company submit a Certificate of Insurance to the Contracting Officer giving evidence of the required coverage prior to

commencing performance under this contract. 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 Contracting Officer. 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-VIII or higher. The Contractor shall require all of its subcontractors to carry the same insurance required herein. The Contractor shall ensure that all policies provide that the Contracting Officer shall be given thirty (30) days prior written notice in the event the stated limit in the declarations page of the policy is reduced via endorsement or the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the Contracting Officer with ten (10) days prior written notice in the event of non-payment of premium.

1. Commercial General Liability Insurance. The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the services performed that it carries **\$1,000,000** per occurrence limits; **\$2,000,000** aggregate; Bodily Injury and Property Damage including, but not limited to: premises-operations; broad form property damage; Products and Completed Operations; Personal and Advertising Injury; contractual liability and independent contractors. The policy coverage shall include the District of Columbia as an additional insured, shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation.
2. Automobile Liability Insurance. The Contractor shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of this contract. The policy shall provide a **\$1,000,000** per occurrence combined single limit for bodily injury and property damage.
3. Workers' Compensation Insurance. The Contractor shall provide Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

Employer's Liability Insurance. The Contractor shall provide 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. (Required for one or more employees)

4. Sexual/Physical Abuse & Molestation. The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate. The policy coverage shall include the District of Columbia as an additional insured. This insurance requirement will be considered met if the general liability insurance includes sexual abuse and molestation coverage for the required amounts.
- B. **DURATION.** The Contractor shall carry all required insurance until all contract work is accepted by the District, and shall carry the required General Liability; any required Professional Liability; and any required Employment Practices Liability insurance for five (5) years following final acceptance of the work performed under this contract.
- C. **LIABILITY.** These are the required minimum insurance requirements established by the District of Columbia. **HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE, WILL NOT IN ANY WAY LIMIT THE CONTRACTOR'S LIABILITY UNDER THIS CONTRACT.**

- D. **CONTRACTOR'S PROPERTY.** Contractor 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.
- E. **MEASURE OF PAYMENT.** The District shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.
- F. **NOTIFICATION.** The Contractor shall immediately provide the Contracting Officer with written notice in the event that its insurance coverage has or will be substantially changed, canceled or not renewed and provide an updated certificate of insurance to the Contracting Officer.
- G. **CERTIFICATES OF INSURANCE.** The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Evidence of insurance shall be submitted to:

Tara Sigamoni
Agency Chief Contracting Officer
Child and Family Services Agency
Contracts and Procurement Administration
200 I Street, S.E., Suite 2031
Washington, D.C. 20003
Phone: (202) 724-5300

Name and address of Contractor:

Signature of Authorized Representative

Date

Acceptance by the District:

Tara Sigamoni
 Agency Chief Contracting Officer
Child and Family Services Agency
 200 I Street, SE, Suite 2031
 Washington, DC 20003

Date