

GOVERNMENT OF THE DISTRICT OF COLUMBIA
Child and Family Services Agency



CONTRACTS AND PROCUREMENT ADMINISTRATION

BLANKET PURCHASE AGREEMENT
DCRL-2014-A-0042 –Training and Consulting Services

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 maybe 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.

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2. PURCHASE LIMITATION /METHOD OF AWARD:

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

3. RESPONSE IS DUE BY: Thursday March 13, 2014 by 200 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 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.

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

4. PERIOD OF PERFORMANCE:

One year from date of award, with (1) one- year option period. Continuation of this BPA beyond the fiscal year is contingent upon future fiscal appropriations

5. PRICE/COST SCHEDULE

The Contractor shall provide all direct and indirect resources to provide the services in accordance to 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 – 5.2 the Price Schedule.

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5.1 BASE YEAR

Contract Line Item No. (CLIN)	Item Description	Total Price
0001	Training and Consulting	\$ _____
Grand Total for Base Year		\$ _____

5.2 OPTION YEAR ONE

Contract Line Item No. (CLIN)	Item Description	Total Price
1001	Training and Consulting	\$ _____
Grand Total for Option Year 1		\$ _____

6. DESCRIPTION/SPECIFICATON/STATEMENT OF WORK:

6.1 SCOPE OF WORK

Child and Family Services Agency (the “District”) is seeking a contractor to provide a comprehensive training program.

The Contractor shall develop a comprehensive parenting training program that promotes the parent-child relationship, adolescent to adult development and healthy child development. The Contractor shall deliver a training program specially designed to help build the skills in young parents and other caregivers to promote the optimal developmental of both themselves and their children. The program must be culturally sensitive; strengths based and occur in a natural environment.

The Contractor will conduct interactive training for two target populations: CFSA staff/providers and pregnant/parenting youth in care. The training will have four different components to include: expectant parents, parent-child groups, home-visiting and preventive intervention.

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6.2 DEFINITIONS

These terms when used in this BPA have the following meanings:

- 6.2.1 **Child and Family Services Agency (CFSA)** is the public child welfare agency in the District of Columbia responsible for protecting child victims and those at risk of abuse and neglect and assisting their families.
- 6.2.2 **Foster Care:** A federally mandated program guided by P.L. 105-89, Adoptions and Safe Families Act and the more recent P.L. 110-351, Fostering Connections. The temporary provision of housing and supportive services for children who are removed by the court from the home of their biological parents due to issues of abuse and/or neglect. P.L. 10589 and P.L 110-351 also require states to ensure that permanency for children is achieved in a timely manner. Services required by families to remediate the crisis stabilize the family and ensure safety of the children to the home are provided until such time as the court deems appropriate. Termination of parental right and the identification of adoptive homes are of primary concern. Fostering Connections expands access of federal funds for services for youth to 21 years of age.
- 6.2.3 **Foster Child:** A foster child is in the legal custody of the state, regardless of the state department that has custody. A child on whose behalf state or local government payments are made or a child in the legal custody of Child and Family Services in considered a foster child.
- 6.2.4 **OYE-** Office of Youth Empowerment
- 6.2.5 **Generations Unit-** CFSA's teen parent unit housed within OYE.
- 6.2.6 **Assessment-** the ongoing practice of informing decision-making by identifying, considering and weighing factors that impact, children, youth and their families. Assessment occurs from the time children and families come to the attention of the child welfare system and continues until case closure.
- 6.2.7 **Attachment-**Child's connection to a parent or other caregiver that endures over time, establishes and interpersonal connection and aids in the development of a sense of self.
- 6.2.8 **Bonding-** The process of forming an emotional attachment that is seen as the first and primary developmental achievement of a human being and is central to a person's ability to relate to others throughout life.

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- 6.2.9 **Co-parenting-** When two or more adults together take on the care and upbringing of a child for whom they share responsibility (extended family, divorced or foster parents and specialized caregivers)
- 6.2.10 **Home visiting-** Method of delivering preventive and family support services directly to the family in the home. Focus is on the importance of children's early years and the role parents play in child development.
- 6.2.11 **Outcome-** The anticipated or actual effect of program activities and outputs. An outcome constitutes changes or improvements in the target populations being served or the target systems being affected.

6.3 BACKGROUND AND NEED

- 6.3.1 The Office of Youth Empowerment (OYE) administers services and supports under Section 477 of the Social Security Act (42 U.S.C. 677) entitled the John H. Chafee Foster Care Independence Program. The purpose of the program is: To identify children who are likely to remain in foster care until 18 years of age and to help these children make the transition to self-sufficiency by providing services such as assistance in obtaining a high school diploma, career exploration, vocational training, job placement and retention, training in daily living skills, training in budgeting and financial management, substance abuse prevention and preventive health activities (including smoking avoidance, nutrition and pregnancy prevention.
- 6.3.2 To help children who are likely to remain in foster care until 21 years of age receive the education, training and support necessary to obtain employment.
- 6.3.3 To help children who are likely to remain in foster care until 21 years of age to prepare to enter postsecondary education institutions.
- 6.3.4 To provide personal and emotional support to children aging out of foster care through the promotion of interaction with dedicated adults; and
- 6.3.5 To provide financial, housing, counseling, employment, education, and other appropriate support and services to former foster care recipients between 18 and 21 years of age to complement their own efforts to achieve self-sufficiency and to assure that program participants recognize and accept their personal responsibility for preparing for and then making the transition from adolescence to adulthood.

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- 6.3.6 OYE provides leadership in the area of youth development and empowerment for the District of Columbia Child and Family Services Agency. OYE provides a host of programs and growth experiences for District teens and young adults in foster care. In partnership with the youth, social workers, foster caregivers, and the community, OYE's goals are to teach, train and assist each one to recognize and develop his/her unique potential.
- 6.3.7 OYE created its transition planning process to engage youth in their vision for their life goals and to begin their preparation for emancipation from foster care. The transition plan focuses on the youth's preparation and ability to live independently and become self-sufficient. The Youth Transition Plan is both a written document and a process. The process is an opportunity for the youth to practice decision-making and other life skills.
- 6.3.8 Each youth ages 15 and older, which are in CFSA out-of-home care, will have an up-to-date transition plan that outlines goals and steps toward preparing the youth with skills and services toward independence.
- 6.3.9 The project is being pursued to promote the parent-child relationship, reduce subsequent pregnancies, reduce the rate of maltreatment and increase the awareness of appropriate developmental milestones.
- 6.3.10 The Generations unit was developed to improve key outcomes associated with safety, permanence, health, and well-being for pregnant and parenting youth in foster care and their children. The unit will work on decreasing the number of pregnant and parenting youth in foster care, decrease subsequent births, increase completion of high school/GED, increase post-secondary educational or vocational training program, increase the number of children enrolled in high quality childcare center and increase the number of children who enter kindergarten meeting expected benchmarks.
- 6.3.11 CFSA has approximately sixty-five pregnant and parenting youth in care.
- 6.3.12 There is a need for on-going parenting training to support pregnant and parenting youth in care.
- 6.3.13 Parenting classes have historically been provided by individual service providers in the community and by the foster care provider.
- 6.3.14 A preventive intervention is necessary to support positive self-development and increased parenting skills amongst pregnant and parenting youth in care.

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6.4 REQUIREMENTS

- 6.4.1 OYE is seeking a Contractor to partner with the Generations Unit to provide staff training and capacity building in order to effectively promote optimal development of both young parents and their children. The Contractor shall deliver a program specifically designed to help increase patience, change discipline methods, develop an understanding of appropriate development, improve problem solving methods and increase bonding.
- 6.4.2 The Contractor shall develop a parenting program. The parenting program shall include but not be limited to the following components.
- a. The Contractor shall increase the pregnant/parenting youth's ability to build a positive attachment with their child
 - b. The Contractor shall have discussions about temperament and how to deal with children's negative emotions.
 - c. The Contractor shall have discussions about over and under-stimulation.
 - d. The Contractor shall have discussions about providing a safe and appropriately stimulating environment.
 - e. The Contractor shall have discussions with the youth about their child's developing language skills
 - f. The Contractor shall promote the youth's self-efficacy and personal growth.
 - g. The Contractor shall assist the participants to identify their sources of stress and develop positive coping mechanisms.
 - h. The Contractor shall assist the youth to develop parenting goals.
 - i. The Contractor shall assist the youth to develop communication and problem solving skills.
 - j. The Contractor shall work with CFSA staff, providers and youth in care collaboratively in order to ensure success both within the home and in the community.

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The program shall consist of a minimum twelve (12) sessions consisting of fifteen (15) participants per session.

6.5 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.

Contract Line Item No. CLIN	Deliverables and Milestones (*)	Quantity	Format/Method of Delivery	Due Date
0001	Pregnant/Parenting Teen and Provider Training Work Plan	1	Electronic and Paper	Within 30 days after award.
0001	Pre-Evaluation and Post Evaluation Surveys	1	Electronic and Paper	Pre-evaluation within 5 business days of commencement of class and Post-evaluation within 5 business days of class completion
0001	Contractor shall be responsible for a written report.	1	Electronic and Paper	Submit report 5 th day of the subsequent month for previous service month.

6.6 LOCATION OF SERVICES AND HOURS OF OPERATION:

The Contractor shall provide services at the following location:

**200 I Street, S.E.
Washington, D.C. 20003**

**3700 10th Street, NW
Washington, D.C 20010**

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(202) 724-5300 (202) 727-5886 Fax

**200-210 55th Street, NE
Washington, D.C. 20019**

**5035 Central Avenue, SE
Washington, D.C. 20019**

**1018 Monroe Street, NE
Washington, D.C. 20017**

6.7 UNUSUAL INCIDENTS

- 6.7.1** The contractor shall immediately report all unusual incidents to the hotline center located at 200 I Street, S.E. First Floor, Washington, D.C. 20003 or by calling the 24 hour hotline (202) 671-SAFE within 24 hours of the contractor becoming aware of the incident.
- 6.7.2** The Contractor shall establish, implement, and describe in writing policies and procedures for the reporting of unusual incidents, including, but not limited to;
- (a) The death of a client;
 - (b) The death of a staff member while on duty or at the facility;
 - (c) An attempted suicide;
 - (d) Any situation in which a client is the victim of alleged delinquent or criminal behavior;
 - (e) An injury, trauma or illness of a client requiring treatment at a hospital;
 - (f) Any use of restraints;
 - (g) An outbreak of a communicable disease;
 - (h) An incident that requires the services of the fire or police departments;
 - (i) An automobile accident involving client or staff on duty;
 - (j) A loss of any utility, including but not limited to power, water, or sewage; and
 - (k) Any other occurrence or event that substantially interferes with the client's health, welfare, living arrangement, or well being, in any way places the client at risk.
- 6.7.3** The Contractor's director or other designated staff shall complete an Unusual Incident Report, CFSA-1243 (Attachment) and ensure delivery is completed via fax (202-727-7772), or personal delivery to the CFSA Office of Clinical Practice, within (24) hours of the occurrence of the incident, except in cases involving abscondance.
- 6.7.4** Report medical emergency to clinic administrator.

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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
(202) 724-5300
Tara.Sigamoni@dc.gov

Office of Youth Empowerment

Alicha Gough
Supervisory Social Worker
(202) 442-6145
Alicha.Gough@dc.gov

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

8.1 The District may extend the term of this Blanket Purchase Agreement for a period of one (1), one-year option period, or successive fractions thereof by written notice to the Contractor before the expiration of the contract; provided that the District will give the Contractor a preliminary written notice of its intent to extend at least thirty (30) days before the contract 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 contract.

8.2 If the District exercises this option, the extended contract shall be considered to include this option provision.

8.3 The price for the option period shall be as specified in the contract.

8.4 The total duration of this contract, including the exercise of any options under this clause, shall not exceed two (2) years.

9. Order For Services And Invoices:

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- 9.1 Orders will be placed against this BPA via Electronic Data Interchange (EDI), FAX or paper communications.
- 9.2 The contractor shall invoice in duplicate to CFSA's Fiscal Operations Administration (Office of the Chief Financial Officer) at cfsa.accountspayable@dc.gov or via regular mail delivery to:
- Child and Family Services Agency
Fiscal Operations
200 I Street, SE, Suite 2030
Washington, DC 20003
- 9.3 The requirements of a proper invoice are as specified in the Federal Supply Schedule contract. Invoices will be submitted to the address specified in the purchase order(s) issued against this BPA. The District reserves the right to reject any improper or inaccurate invoice.
- 9.4 **Payment.** 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 as required by the PASS system. CFSA will only pay the Contractor for performing the services under this BPA at the prices stated under BPA number **DCRL-2014-A-0042**.
- 9.5 The terms and conditions included in this BPA apply to all purchases made pursuant to it. 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.
- 9.6 Award will be made to the lowest responsive bidder meeting the District's minimum requirements enumerated herein. The District reserve the rights to award to the contractor offering the District the best overall value taking into consideration the make/mode offered, delivery schedule, pricing or a combination of these factors.
- 9.7 The District will notify the contractor at least thirty (30) days prior to expiration or termination of orders against this BPA.

10. **INSPECTION AND ACCEPTANCE:**

The inspection and acceptance requirements for the resultant agreement shall be governed by clause number six (6), "Inspection of Services" of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated March 2007.

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11. METHOD OF AWARD:

11.1 Most Advantageous to the District

11.1.1 The District intends to award a single BPA resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the District, cost or price, technical and other factors, specified elsewhere in this solicitation considered.

11.2 Initial Offers

11.2.1 The District may award a BPA 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 factors.

In order for the response to be complete the offeror shall submit the following:

- A draft of a developed outline/curriculum for a comprehensive parenting training program that promotes at a minimum, the parent-child relationship, adolescent to adult development and healthy child development.
- Written proposal that clearly and convincingly address the technical factors enumerated in Section 11.5

11.3 TECHNICAL RATING(S)

11.3.1 Technical Rating Scale is as follows:

<u>Numeric Rating</u>	<u>Adjective</u>	<u>Description</u>
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	Marginally meets minimum

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	Acceptable	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.

11.3.2 The technical rating is a weighting 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.

11.4 TECHNICAL EXPERTISE (85 Points Maximum)

FACTOR(S)	Evaluation Criteria	Points
Factor #1	Theoretical and technical soundness of the Proposal. Ability to develop high-level objectives and create strategic plans to achieve those objectives through training. The Offeror demonstrates a results based curriculum content with specific activities focused on the parent-child relationship and healthy development	20
Factor #2	The Offeror clearly identifies the specific process that will be utilized to engage pregnant/ parenting youth and their providers to participate in the proposed training to include effectiveness, appropriateness and structure.	20
Factor #3	Organizational Capability and Relevant Experience. The Offeror demonstrates competence, relevant experience and past performance in implementing the proposed training.	15
Factor #4	Cultural competency and appropriateness of training proposed is demonstrated. The applicant demonstrates an understanding of the issues affecting pregnant/parenting youth involved in the Child Welfare System.	15
Factor #5	Capacity to administer the proposed training program is demonstrated. The applicant demonstrates the organizational capacity to deliver, monitor and administer the services in the natural environment of pregnant/parenting youth.	15
Total		85

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11.4.1 TECHNICAL EXPERTISE (85 Points Maximum)

11.4.2 PRICE CRITERION (15 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:

TOTAL POINTS (100 Points Maximum)

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

12. 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.

13. BEST AND FINAL OFFERS

If, subsequent to receiving original proposals, negotiations are conducted, the top three highest scoring Offerors shall be notified and will be provided an opportunity to submit written best and final offers or oral presentations at the designated date 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.

14. KEY PERSONNEL

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- 14.1** The District considers the following positions to be key personnel for this BPA: Contractor
- 14.2** The Offeror shall set forth in its response the names and reporting relationships of the key personnel the Offeror will use to perform the work under the proposed contract. The Offeror shall include in its response a resume for each key personnel and the hours that each will devote to the contract in total and broken down by task.

15. DIVERSION, REASSIGNMENT AND REPLACEMENT OF KEY PERSONNEL

The key personnel specified in the contract are considered to be essential to the work being performed hereunder. Prior to diverting any of the specified key personnel for any reason, the Contractor shall notify the CO at least thirty (30) calendar days in advance and shall submit justification, including proposed substitutions, in sufficient detail to permit evaluation of the impact upon the contract. The Contractor shall obtain written approval of the CO for any proposed substitution of key personnel.

16. STANDARD OF PERFORMANCE

The Contractor shall at all times while acting in good faith and in the best interest of the CFSA, use its best efforts and exercise all due care and sound business judgment in performing its duties under this contract. The Contractor shall at all time, comply with CFSA operational policies, procedures and directive while performing the duties specified in this BPA.

17. 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.*, and incorporated herein as Attachment I. 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.

18. 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

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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*.

19. 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.*

20. 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.*

21. CONTRACTOR RESPONSIBILITIES

All costs of operations under this BPA 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 contract. The Contractor shall at all times comply with

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CFSA policies, procedures, and directives, which are incorporated by reference and made part of this contract.

22. ADVERTISING AND PUBLICITY:

Unless granted prior, express, written authority by the Director, the Contractor shall not issue or sponsor any advertising or publicity that states or implies, either directly or indirectly, that CFSA endorses, recommends or prefers the Contractor's services; shall not use CFSA logo in any fashion; or use or release information, photographs or other depictions obtained as a result of the performance of services under this contract, for publication, advertising or financial benefit.

23. CONFIDENTIALITY:

The Contractor shall maintain the confidentiality and privacy of all identifying information concerning CFSA children and youth in accordance with the confidentiality law, the privacy rule (the requirements and restrictions contained in 45 CFR part 160 and part 164, subparts A and E, as modified by any District of Columbia laws, including the Mental Health Information Act of 1978, that may have preemptive effect by operation of 45 CFR part 160, subpart B) and agrees to comply with administrative, physical, and technical safeguards requirements in 45 C.F.R. §§ 164.308, 164.310, 164.312 and 164.316 as required by § 13401 of the HITECH ACT (February 18, 2010), to maintain the security of the Protected Health Information and to prevent use or disclosure of such Protected Health Information other than as provided for by this Clause.

24. RIGHTS IN DATA:

24.1 Any data first produced in the performance of this contract shall be the sole property of the District. The Contractor hereby acknowledges that all data, including, without limitation, produced by the Contractor for CFSA under this contract are works made for hire and are the sole property of CFSA; but, to the extent any such data may not, by operation of law, be works made for hire, the Contractor and the Contractor hereby transfers and assigns to CFSA ownership of copyright in such works, whether published or unpublished.

24.2 The Contractor agrees to give assistance reasonably necessary to perfect such rights including, but not limited to, the works and supporting documentation and the execution of any instrument required to register copyrights. The contractor agrees not to assert any rights in common law or in equity in such data. The contractor shall not publish or reproduce such data in whole or in part or in any manner or form, or authorize others to do so, without written consent of CFSA at such time as to review the intent to release such data to the public.

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CFSA shall not unreasonably withhold consent to the Contractor request to publish or reproduce data in professional and scientific publications.

25. 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)”.

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

- 26.1** 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.
- 26.2** 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.
- 26.3** 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.
- 26.4** 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.
- 26.5** The Contractor shall obtain from each applicant, employee and unsupervised Volunteer:

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- (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.

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- 26.6** The Contractor shall inform each applicant, employee and unsupervised volunteer that a false statement may subject them to criminal penalties.
- 26.7** 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.
- 26.8** 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.
- 26.9** 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.
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- 26.10** 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.
- 26.11** The Contractor shall provide copies of all criminal background and traffic check reports to the CA within one business day of receipt.
- 26.12** 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.
- 26.13** 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.
- 26.14** 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.
- 26.15** 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.
- 26.16** 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.
- 26.17** 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.
- 26.18** 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.

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26.19 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.

26.20 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.

27. 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. 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.
2. Commercial General Liability Insurance. The Contractor shall provide evidence satisfactory to the CO 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.

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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 (**Required of companies with more than one employer**).
4. 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.
5. Professional Liability Insurance (Errors & Omissions). The Contractor shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Contract. The policy shall provide limits of \$ 1,000,000 per occurrence for each wrongful act and \$3,000,000 annual aggregate.
6. 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.

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- 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 CO 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 CO.
- 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

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