

GOVERNMENT OF THE DISTRICT OF COLUMBIA

Child and Family Services Agency



CONTRACTS AND PROCUREMENT ADMINISTRATION

BLANKET PURCHASE AGREEMENT: DCRL-2013-A-0078 Ricoh Fax Maintenance

1. Extent Of Obligation:

- 1.1 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); 1811.2 (b))
- 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.

2. Notice Of Individual(s) Authorized To Place Orders Under The BPA:

- 2.1 The CA is responsible for general administration of the contract and advising the CO as to the Contractor's compliance or noncompliance with the contract. The CA has the responsibility of ensuring the work conforms to the requirements of the contract and such other responsibilities and authorities as may be specified in the contract. These include:
- 2.2 Keeping the CO fully informed of any technical or contractual difficulties encountered during the performance period and advising the CO of any potential problem areas under the contract;

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- 2.3 Coordinating site entry for Contractor personnel, if applicable;
- 2.4 Reviewing invoices for completed work and recommending approval by the CO if the Contractor's costs are consistent with the negotiated amounts and progress is satisfactory and commensurate with the rate of expenditure;
- 2.5 Reviewing and approving invoices for deliverables to ensure receipt of goods and services. This includes the timely processing of invoices and vouchers in accordance with the District's payment provisions; and
- 2.6 Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, and equipment) and invoice or vouchers.
- 2.7 The address and telephone number of the CA is:

Cartha Christian
Facilities Management Administration
Child and Family Services Agency
200 I Street SE, Suite 3641
Washington, DC 20003
202-727-7583, phone
202-727-7282, fax
Cartha.Christian@dc.gov

- 2.8 The CA shall NOT have the authority to:
 - 1. Award, agree to, or sign any contract, delivery order or task order. Only the CO shall make contractual agreements, commitments or modifications;
 - 2. Grant deviations from or waive any of the terms and conditions of the contract;
 - 3. Increase the dollar limit of the contract or authorize work beyond the dollar limit of the contract,
 - 4. Authorize the expenditure of funds by the Contractor;
 - 5. Change the period of performance; or
 - 6. Authorize the use of District property, except as specified under the contract.
- 2.9 The Contractor will be fully responsible for any changes not authorized in advance, in writing, by the CO; may be denied compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

3. SCOPE OF SERVICES

- 3.1 The Government of the District of Columbia, Child and Family Services Agency (District, CFSA or Agency) requires the Contractor to provide onsite repair and maintenance services for twelve (12) Ricoh fax machines. Eleven (11) located at CFSA Headquarters, 200 I Street SE, Washington. D.C. 20003; and one (1) located at the Office of Youth Empowerment (OYE), 3700 10th Street, NW Washington, D.C. in accordance

with the specifications enumerated herein and the contractor's submitted and attached quotation.

Location				
200 I Street SE	Room #	Model #	FAX #	Serial #
Ricoh				
	1020A	4430L	727-3454	A4589300165
	1209	4430L	727-7705	A4509100222
	1229A	4430L	727-5886	A4618900009
	2021	4430L	727-5886	A4509200063
	2212	4430L	727-7279	A4509100120
	2608	4430L	727-5627	A4589400187
	2637	4430L	727-7802	A4509100220
	3674K	4430L	727-3348	A450920065
	3423	4430L	727-5382	A450920068
	3650K	4430NF	727-8886	A461890015
	3630	4430L	727-6505	A4589400188
3700 10th Street NW				
OYE				
Ricoh	N/A	4430L	727-0095	A4509200066

4. CONTRACT CLAUSES

4.1 PUBLICITY

The Contractor shall at all times obtain the prior written approval from the CO before it, any of its officers, agents, employees or subcontractors, either during or after expiration or termination of the contract, make any statement, or issue any material, for publication through any medium of communication, bearing on the work performed or data collected under this contract.

4.2 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 contract 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 contract 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 contract, 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*.

4.3 **SECTION 504 OF THE REHABILITATION ACT OF 1973, as amended.**

During the performance of the contract, 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.*

4.4 **AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)**

During the performance of this contract, 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.*

4.5 **CONFIDENTIALITY**

- 4.5.1 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 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).

5. **DEFINITIONS:**

Covered Entities: Any District government agency, department, or program that furnishes information or renders services, programs, or activities directly to the public or contracts with other entities, either directly or indirectly, to conduct programs, services, or activities.

Single Award, Blanket Purchase Agreement (BPA): A streamlined contracting vehicle that CFSA makes available to all covered entities/offices. It consists of a roster of Contractors that are approved by the originating Contracting Officer on the basis of proposals submitted in response to a solicitation.

Offices: Agencies served by the District of Columbia Child and Family Services Agency (CFSA) that are authorized to issue orders.

Task Order: A covered entity's/office's order for goods/services placed against an established BPA.

6. Deliverables:

The Contractor shall have the ability to deliver requested services. The Contractor shall adhere to the specified requirement.

Deliverable	Quantity	Format/ Delivery Method	To Whom
Onsite Repair: Contractor will provide onsite repair to eleven Ricoh fax machines at CFSA HQ located at 200 I St, SE, WDC See Section 3.1	11	N/A	CA
Onsite Repair: Contractor will provide onsite repair to one Ricoh fax machines at CFSA OYE office located at 3700 10 th St, NW, WDC See Section 3.1	1	N/A	CA

7. Period Of Performance:

7.1 The period of performance shall be for a period of 365 days from 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 delivery period of the actual BPA unless the purchase limitation amount has been met.

8. Option To Extend The Term Of The Blanket Purchase Order

8.1 The District may extend the term of this contract for a period of four (4) **one year option** periods, 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 five (5) 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, Suite 2030
Washington, DC 20003
(202) 727-7456 (phone)**

- 9.3 Direct all technical inquiries to the Contract Administrator (CA), Sharee Bell, at (202)-727-3599.
- 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**

**200 I Street SE, Suite 2030
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. 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 CO 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 CO. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A-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 CO 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 CO 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 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.
 2. 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).**

3. 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.
 4. 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.
- 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 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
200 I Street, SE, Suite 2031
Washington, DC 20003
(202) 724-5300

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

12. Price Schedules- Option Periods:

12.1 BASE PERIOD

Contract Line Item No. (CLIN)	Item Description	Unit	Price Per Unit (Hour)	Quantity	Total Price
0001	Ricoh #4430L	Annual	\$_____	11	\$_____
0002	Ricoh #4430NF	Annual	\$_____	1	\$_____
Total					\$_____

12.2 OPTION PERIOD ONE

Contract Line Item No. (CLIN)	Item Description	Unit	Price Per Unit (Hour)	Quantity	Total Price
0001	Ricoh #4430L	Annual	\$_____	11	\$_____
0002	Ricoh #4430NF	Annual	\$_____	1	\$_____
Total					\$_____

12.2 OPTION PERIOD TWO

Contract Line Item No. (CLIN)	Item Description	Unit	Price Per Unit (Hour)	Quantity	Total Price

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0001	Ricoh #4430L	Annual	\$_____	11	\$_____
0002	Ricoh #4430NF	Annual	\$_____	1	\$_____
Total					\$_____

12.2 OPTION PERIOD THREE

Contract Line Item No. (CLIN)	Item Description	Unit	Price Per Unit (Hour)	Quantity	Total Price
0001	Ricoh #4430L	Annual	\$_____	11	\$_____
0002	Ricoh #4430NF	Annual	\$_____	1	\$_____
Total					\$_____

12.2 OPTION PERIOD FOUR

Contract Line Item No. (CLIN)	Item Description	Unit	Price Per Unit (Hour)	Quantity	Total Price
0001	Ricoh #4430L	Annual	\$_____	11	\$_____
0002	Ricoh #4430NF	Annual	\$_____	1	\$_____
Total					\$_____

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CFSA is requiring that you submit a signed copy of this Blanket Purchase Agreement (BPA) no later than 2:00 PM, Tuesday, June 4, 2013. Please return the completed BPA with prices quoted in the **PRICE SCHEDULE** to Aaron Holland via email at aaron.holland2@dc.gov or via facsimile at (202) 727-5886. Please direct questions concerning this solicitation to Mr. Holland, who may be reached at (202) 645-5144.

CONTRACTOR: _____

Name:

Date

Title:

CHILD AND FAMILY SERVICES AGENCY:

Tara Sigamoni
Agency Chief Contracting Officer
(202) 724-5300
(202) 727-5886 (Fax)

Date