

SOLICITATION, OFFER, AND AWARD			1. Caption Document Imaging Management System		Page of Pages 1 77							
			2. Contract Number	3. Solicitation Number DCTO-2010-R-0036	4. Type of Solicitation <input type="checkbox"/> Sealed Bid (IFB) <input checked="" type="checkbox"/> Sealed Proposals (RFP) <input type="checkbox"/> Sole Source <input type="checkbox"/> Human Care Agreements <input type="checkbox"/> Emergency		5. Date Issued 1/8/2010	6. Type of Market <input checked="" type="checkbox"/> Open <input type="checkbox"/> Set Aside <input type="checkbox"/> Open with Sub-Contracting Set Aside				
7. Issued By: Office of Contracting and Procurement Information Technology Group 441 4th Street, NW, Suite 700 South Washington, DC 20001			8. Address Offer to: Office of Contracting and Procurement Bid Room 441 4th Street, NW, Suite 703 South Washington, DC 20001									
NOTE: In sealed bid solicitations "offer" and offeror" means "bid" and "bidder"												
SOLICITATION												
9. Sealed offers in original and <u>4</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried to the bid counter located at <u>441 4th Street, NW, Suite 703S, Bid Room, Washington, DC</u> until <u>2:00PM</u> local time <u>Monday, January 25, 2010</u> (Hour) (Date)												
CAUTION: Late Submissions, Modifications and Withdrawals: See 27 DCMR chapters 15 & 16 as applicable. All offers are subject to all terms & conditions contained in this solicitation.												
10. For Information Contact	A. Name Lindel Reid		B. Telephone (Area Code) 202 (Number) 741-0834 (Ext)			C. E-mail Address lindel.reid@dc.gov						
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OFFER												
12. In compliance with the above, the undersigned agrees, if this offer is accepted within <u>120</u> calendar days from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified herein.												
13. Discount for Prompt Payment	<input checked="" type="checkbox"/> 10 Calendar days %		<input type="checkbox"/> 20 Calendar days %		<input type="checkbox"/> 30 Calendar days %		<input type="checkbox"/> ___ Calendar days %					
14. Acknowledgement of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION):			Amendment Number		Date		Amendment Number		Date			
15A. Name and Address of Offeror			16. Name and Title of Person Authorized to Sign Offer/Contract									
15B. Telephone (Area Code) (Number) (Ext)		15 C. Check if remittance address is different from above - Refer to Section G			17. Signature		18. Offer Date					
AWARD (TO BE COMPLETED BY GOVERNMENT)												
19. Accepted as to Items Numbered			20. Amount			21. Accounting and Appropriation						
22. Name of Contracting Officer (Type or Print)			23. Signature of Contracting Officer (District of Columbia)					24. Award Date				
Government of the District of Columbia				Office of Contracting & Procurement								

SECTION B: SUPPLIES OR SERVICES AND PRICE

B.1 The Government of the District of Columbia, Office of Contracting and Procurement on behalf of the Department of Human Services (DHS), Income Maintenance Administration (IMA), is seeking one or more Contractors to develop a Document Imaging Management System (DIMS), which is to be specific Agency application on existing FileNet and Kofax infrastructure. IMA is also seeking a Contractor to scan, index, and temporarily host a significant backfile of documents, and to prepare these documents for migration into the District of Columbia's enterprise FileNet system.

B.1.1 The District reserves the right to award one contract for both services or award a separate contract for each service.

B.1.2 The Price Schedule will be designed to collect the Offeror's pricing information for both.

B.1.3 A prospective Contractor may choose to bid on both services (C.3A and C.3B) or on either one (C.3A only or C.3B only), and then complete B.4.1 and/or B.4.2, as is appropriate.

B.2 PROJECT SCHEDULE

B.2.1 CONVERSION SERVICES

The highest priority for the IMA is making the documents available online. Therefore beginning the scanning services and making hosted images available online is required as soon as possible. Prospective Contractors are requested to propose a schedule for the conversion that illustrates a rapid rate of conversion based on capacity. A Pilot process is required that will include a selected set of documents to validate the scanning, indexing, quality control, and delivery processes. This Pilot will consist of approximately 10,000 pages. Once the Pilot is approved, full production operations will commence. It is desired if possible to complete the backfile conversion process within 12 months.

B.2.2 DIMS

For the Proposed FileNet/Kofax DIMS, prospective Contractors are requested to propose a schedule that includes a two phase implementation that consists of Phase I that includes scan, store and retrieve document images as well as integration of FileNet with ACEDS. It is desired to complete Phase I within six months or less.

Phase II will include design of advanced processes to include electronic forms and workflow. Prospective Contractors are requested to bid Phase II design services based on their best practices. A Phase III, the implementation of the design developed in Phase II, is not included in this Request for Proposals.

B.3 GENERAL REQUIREMENTS AND PRICE MODEL

It is anticipated that the Conversion Services project and the DIMS implementation project will run concurrently. Conversion will begin while the DIMS design effort is ongoing. It is anticipated that scanned images will be temporarily hosted so that they can be accessed as soon as possible after scanning, and that when the DIMS application is placed into production for day-forward operations the hosted images will be imported into DIMS. From that point forward all scanned images will be loaded into DIMS on a regular basis and hosting will no longer be needed.

There are a total of approximately 600 IMA users that may need access for day forward operations. We expect that 8 to 10 users will require access to the hosted images. More details can be found in Appendix B, Overview of ACEDS.

B.3.1 CONVERSION SERVICES

Prospective Contractors are requested to provide a project management plan illustrating the full lifecycle of the conversion process. It is recommended that the conversion be accomplished at the Contractor's facilities which are required to be located in the general Washington, D.C. metro area. DHS has a facility that could be used (see Appendix A), but it would have to be built out to support the conversion effort and it is believed that it would be more efficient and less expensive to use the Contractor's facilities. The Contractor must provide all shipping services for boxes of documents to and from DHS facilities to the Contractor facilities.

The cost for shipping services may be rolled into the per-image price model, or they may be broken out as a separate cost item.

Hosting services pricing should be broken out into per gigabyte, per user, or combination. It is anticipated that the cost will rise each month as documents are scanned and hosted, so pricing is requested on a per GB or per User basis to make the evaluation easier.

Document preparation for the backfile will be "medium prep". It is anticipated that each file folder, which represents a single case file, will have a bar coded cover sheet that contains the Case Number. The Contractor is required to scan and automatically recognize the bar coded information, and then index the case file by Document Type and Document Date per the requirements in Section C.3A.3.4.3.

B.3.2 DIMS

The District of Columbia has standardized on Kofax and FileNet as the capture software and document repository, respectively. Approximately 12 agencies are using FileNet today, and an enterprise infrastructure is in place. Details of this infrastructure are found in Appendix B.

The Contractor shall provide project management, design, development, testing, deployment, training, and documentation services to ensure that the DIMS application is successfully deployed. The Contractor shall work closely with IMA and Office of the Chief Technology Officer (OCTO) staff to coordinate use of the existing Kofax and FileNet infrastructure for both test and production systems.

FileNet and Kofax licenses and annual maintenance prices are requested in this section. The District reserves the right to purchase these licenses either from the prospective Contractor or through existing contracts, whichever meets the best interests of the project.

A formal Acceptance Test will be performed upon completion of the development and configuration of the proposed solution. The Contractor is required to provide Train the Trainer training for use and management of the application and the capture process. The Contractor is required to provide OCTO system administrators with training for any unique procedures that may be required for technical support of this application.

B.4 PRICE SCHEDULE

B.4.1 Phase I DIMS Implementation

For FileNet and Kofax licenses, please provide pricing based on the best value to the District. For FileNet, if server based API licenses are a better value than user based licenses, please provide server based license pricing. For Kofax, please break out pricing to accommodate all of the scanners listed herein, as well as any additional server licenses that may be required.

Contract Line Item No. (CLIN)	Item Description (Provide summary description of Supplies/Services)	Unit	Unit Price	Quantity	Extended Price
CLIN 0001	IMPLEMENTATION SERVICES in accordance with the Statement of Work (SOW) described in Section C.3A	LOT	LOT	LOT	\$ _____
CLIN 0002	FILENET USER LICENSES (to support up to 600 total users of Content Manager) – 60 Concurrent Licenses at 10 to 1 Ratio.				\$ _____
CLIN 0003	KOFAX ASCENT & KTM LICENSES (to support day forward scan volume)				\$ _____

CLIN 0004	ANNUAL MAINTENANCE FOR FILENET USER LICENSES (to support up to 600 total users of Content Manager) – 60 Concurrent Licenses at 10 to 1 Ratio.				\$ _____
CLIN 0005	ANNUAL MAINTENANCE FOR KOFAX ASCENT KTM LICENSES (to support day forward scan volume)				\$ _____
	GRAND TOTAL B.4.1				\$ _____

B.4.2 Phase II Workflow Design

Contract Line Item No. (CLIN)	Item Description (Provide summary description of Supplies/Services)	Unit	Unit Price	Quantity	Extended Price
CLIN 0006	PHASE II DESIGN SERVICES in accordance with the Statement of Work (SOW) described in Section C.3A.16	LOT	LOT	LOT	\$ _____
	GRAND TOTAL B.4.2				\$ _____

B.4.3 Doc Prep, Scanning, Indexing and Quality Control of Document into DIMS and Migration to District’s Server

For Hosting Services, please respond to the “per GB” rate, the “per User” rate, or both, based on how you price your hosting service.

Base Year

Contract Line Item No. (CLIN)	Item Description (Provide summary description of Supplies/Services)	Quantity	Unit	Unit Price	Extended Price

CLIN 0007	CONVERSION SERVICES in accordance with the Statement of Work (SOW) described in Section C.3B Pilot	10,000	Per Image	\$ _____	\$ _____
CLIN 0008	CONVERSION SERVICES in accordance with the Statement of Work (SOW) described in Section C.3B Production	22,000,000	Per Image	\$ _____	\$ _____
CLIN 0009	HOSTING SERVICES in accordance with the Statement of Work (SOW) described in Section C.3B Production – Monthly Rate	300	Per GB	\$ _____	\$ _____
CLIN 0010	HOSTING SERVICES in accordance with the Statement of Work (SOW) described in Section C.3B Production – User Rate, Monthly	10	Total Users	\$ _____	\$ _____
	GRAND TOTAL B.4.3				\$ _____

SECTION C – REQUIREMENTS

C.1 SCOPE

C.1A DIMS Development, Phase I

The Government of the District of Columbia, Office of Contracting and Procurement on behalf of the Department of Human Services (DHS), Income Maintenance Administration (IMA), is seeking one or more Contractors to develop and implement a FileNet based application; and to scan documents a large backfile of approximately 22 million pages.

IMA leases six local facilities that contain millions of documents mostly stored in hundreds of file cabinets. The documents are used by IMA Social Service Representatives (SSRs) and other staff to certify the eligibility of DC residents to receive Food Stamps, Temporary Assistance for Needy Families (TANF), Medicaid and other federally and locally funded benefits. Five of the facilities are referred to as service centers and one is referred to as the Closed Files. The proposed system is needed to scan the millions of case documents and store them electronically so that they are accessible to authorized IMA employees via the DHS intranet.

The IMA FileNet Implementation, DIMS, will contain IMA documents for Food Stamps, Medicaid, Child Care Subsidy, Burial Assistance, DC Health Care Alliance, Interim Disability Assistance, Low Income Home Energy Assistance, General Assistance for Children, Refugee Cash Assistance, and TANF stored at five service centers and Closed Files.

DIMS Phase I shall be developed using Kofax Ascent and FileNet and should be completed within six months.

DIMS Phase II shall be a design phase to provide specifications for implementation of electronic forms with electronic signature capability, and workflow. The selected Contractor will work with IMA staff to identify potential areas for process improvement and will develop a functional design specification for accomplishing this work. This design deliverable will include recommendations and estimated costs for the appropriate FileNet, Kofax and/or third party product licenses and any additional hardware such as additional scanners, kiosks, or signature pads that would be required for the proposed implementation.

C.1B Document Scanning

The case records will be scanned into the DIMS. The IMA case files are stored at five service centers. The Closed Files are limited to those cases that have been closed within the last three years.

The approximate number of documents at the DHS service centers and Closed Files is as follows:

1. Income Maintenance Administration (H Street) – 6,210,000 pages
2. Taylor Street Service Center – 2,733,700 pages
3. Anacostia Service Center – 2,812,500 pages
4. Congress Heights Service Center – 2,137,500 pages
5. Fort Davis Service Center – 2,250,000 pages
6. Closed Files Center – 5,850,000 pages

Some pages are duplex, but the percentage of duplex pages is not known at this time. For purposes of sizing and pricing for this procurement, assume one image per page. Conversion costs will be paid based on actual number of images delivered.

C.1C Caseload Data

Following is the number of cases processed and the average number of households in 2009.

Caseload Data FY 2008	
Average SNAP Caseload	115,000
Average TANF Caseload	16,200
Average Medicaid Caseload	210,000

C.1.2 DEFINITIONS

ACEDS: the Automated Client Eligibility Determination System which is the legacy system used by the District of Columbia for client eligibility and re-determination of public benefit programs.

DIMS: the Document Imaging Management System.

Income Maintenance Administration (IMA): means the organization within the Department of Human Services (DHS) that administers federal and District public assistance benefit programs.

C.2 BACKGROUND

The DHS has an initiative underway to improve the accuracy of eligibility determination and the efficiency of locating documents within its IMA facilities by allowing the users to view documents online instead of having to go to file cabinets to locate documents. This will make it easier for the users to obtain the necessary information needed to certify the eligibility for benefits.

Currently, applicants who want to be certified to receive benefits must carry, fax or mail their documents to the service center to which they are assigned. In the future, applicants will be able to apply online or go to any DC service center to be certified to receive benefits.

IMA is required to maintain case records for a period of three (3) to six (6) years following the date of closure. The administration services over 200,000 clients annually and must maintain and store client records in a manner that is easily accessed, in order to determine eligibility, or provide documentation of eligibility for purposes of federal or local oversight.

In 2006 and 2007, IMA sustained a financial penalty for errors in eligibility determination in the Supplemental Nutrition Assistance Program (SNAP), also known as Food Stamps. A review of the program determined that many errors were due to the issue of IMA staff not being able to locate the case record to support eligibility decisions.

In addition, in 2007 and 2008 IMA received a similar finding during an audit of the Medicaid and DC HealthCare Alliance programs. The DIMS will provide authorized IMA staff access to client records from their desktop computers, which will increase accuracy and timeliness of eligibility decisions.

The objective is to develop a DIMS to support a paperless work environment for IMA, including digitizing case records, simplifying workflows, and increasing accuracy and timeliness of eligibility decisions. In addition, users will be trained to independently scan, index, and search client records in the DIMS system.

For scanning of documents, the objective is to scan and index all IMA case records into the DIMS.

C.3A DIMS PHASE I REQUIREMENTS

C.3A.1 Hardware and Software

C.3A.1.1 The requested solution will reside on a Kofax/FileNet enterprise infrastructure that is in production operation, supporting multiple District agencies. This infrastructure is virtualized so that capacity can be added to support increased user demands. It is not the responsibility of the Contractor to add capacity to this infrastructure, but the awarded contract may include additional user licenses and maintenance.

The District has standardized on Fujitsu scanners with VRS enhancement software. A scanner is available for testing (Fujitsu fi-6140) using Kofax Ascent Capture document capture software, version 8.0.

A number of scanners have already been purchased:

Location	Quantity	Type
H Street	1	fi 6770
	2	fi 6670
Ft. Davis	1	fi 6770
	2	fi 6130
	1	fi 6140
Anacostia	1	fi 6770
	2	fi 6140
	2	fi 6670
Taylor Street	1	fi 6770
	2	fi 6670
	2	fi 6140
Mail Center	2	fi 6770
Interim Disability	1	fi 6670
Medicaid Branch	2	fi 6670
Outstation	18	fi 6130

These scanners are Fujitsu Color Scanner fi 6770 VRS 70 ppm/140 ipm, Fujitsu Color Scanner fi 6130 with card reader, and Fujitsu Color Scanner fi 6140. The Contractor is required to review these scanners and evaluate them for compatibility with the anticipated volumes at each location, and for compatibility with the document types to be scanned for each location. The Contractor shall make recommendations for any additional scanners that may be needed.

- C.3A.1.2 A “tabbed folder view” (see Appendix D) is desired as the primary interface for a case file. Using case number as the folder, each specific case is identified by a case number and would logically be represented as a subfolder. Within the case folder, various document categories would be represented with color coded tabs. Within each tab would be the specific documents. The Contractor will be asked to review this proposed paradigm, validate it against the document files, and then develop the FileNet interface to match, using a Web based client interface.
- C.3A.1.3 The DIMS shall enable the users to view the entire file as a package, meaning the user will be able to access all the documents for a case from one view.
- C.3A.1.4 The DIMS must allow authorized persons to print, annotate, rotate, email, and zoom in on documents. In addition, the DIMS must allow users to view images in multiple formats on any computer.
- C.3A.1.5 The Contractor shall provide the capability for specific IMA staff to set up specific queries on data, to view case files, audit logs, etc., in an effort to monitor the work habits of users and monitor their progress.

- C.3A.1.6 The Contractor shall provide the capability to index and store documents from a variety of sources, including fax, scanned, email, or uploaded from the Internet.
- C.3A.1.7 The Contractor shall provide the users the ability to view the entire file as a packet, meaning the SSR will be able to access all the documents for a case from one view. The “tabbed folder view” is desired for this.
- C.3A.1.8 The Contractor shall provide the users the ability to view the case file directly from the ACEDS system. This requires an automated interface between the two systems. A hot key combination, function key, or mouse click on an appropriate ACEDS screen shall automatically retrieve a single document or a “hit list” of applicable documents. It is envisioned that this approach will be the primary method for accessing documents by SSRs.

C.3A.2 Software

- C.3A.2.1 The Contractor shall ensure that the entire DIMS functions with maximum efficiency with respect to response times in accordance with industry standards from the time the query is entered into the system to display of the document.
- C.3A.2.2 The Contractor shall analyze, design, develop, test, and implement a fully functioning DIMS that meets all the DHS requirements. Advanced expertise with Kofax and FileNet P8 software is mandatory.
- C.3A.2.3 The Contractor must use Kofax software to capture the documents and FileNet as the document management software for the DIMS.

C.3A.3 Data Import and Export and Images

- C.3A.3.1 The Contractor must provide an import process to bulk load the backfile documents. This requires coordination with the conversion vendor (if the contract is awarded to two separate Contractors) and testing of the upload process prior to bulk load. Import may be done in increments as the conversion is accomplished.
- C.3A.3.3 The DIMS must allow the scanned documents to be exported to secure storage devices or encrypted CD/DVDs at the request of DHS.
- C.3A.3.4 The DIMS must have the following capabilities:
 - C.3A.3.4.1 The DIMS must allow for the scanning of all the documents contained within the case folders regardless of the paper type (including carbon sheets) or size of the document, since there is a legal requirement to scan all the documents contained within a folder for each IMA client and assistance unit.
 - C.3A.3.4.2 The DIMS must allow for the grouping of document types.

C.3A.3.4.3 The Contractor shall incorporate the following document and sub-document types into the DIMS indexing structure to provide more specific day-forward searches and have the capability for dynamic linking between the ACEDS and the DIMS:

1. Photo ID
 - A. Drivers ID
 - B. Non-Drivers ID
 - C. DHS Food Stamp ID
2. Applications/Recerts/Midcerts
 - A. Combined Application
 - B. Combined Recertification
 - C. Medical Assistance Recertification
 - D. FS Mid-Cert
 - E. Low Income Home Energy Assistance
 - F. Child Care Subsidy
3. Narrative
 - A. Online Narrative (hard copies)
 - B. Manual Narrative (Typed or Handwritten)
4. Forms
 - A. Voter's Registration
 - B. Authorization to Release Information
 - C. FS Expedite
 - D. Request For a Hearing
 - E. Vital Record Request
5. Verifications
 - A. Bank Statement
 - B. Health Insurance Card
 - C. Letter from Unrelated Persons
 - D. Letter from Landlord
 - E. Utility Bills
6. Income (Earned and Unearned)
 - A. Pay Stubs
 - B. Employment Verification Form
 - C. Award Letter from Social Security
 - D. Award Letter from Unemployment
 - E. Child Support Verification
7. Referrals
 - A. Medical Review Team Referral
 - B. Information Exchange
 - C. Job Club Referral
 - D. TANF Preliminary Assessment
8. Vital Records
 - A. Birth Certificate
 - B. Other Citizenship Verification Document
 - C. SSN Card
9. Supervisory Checklist/Case Reviews/Investigations, Etc.

- A. Supervisory Checklist
- B. Case Review Form
- C. Request for Investigation
- 10. Other General
 - A. Court Order
 - B. Legal Name Change Document
 - C. Miscellaneous

It is anticipated that these 10 groupings will represent the tabs in the “tabbed folder” view.

C.3A.3.5 If the document is not one of the types listed above, or the type of document is infrequent, the DIMS must allow the document to be indexed as a miscellaneous document in the case file.

C.3A.3.6 The Client ID is the primary key for an individual. This number is permanent for the life of that individual. The Case Number is the primary index for a case file.

C.3A.4 Project Management

C.3A.4.1 The Contractor must propose a project plan including detailed tasks and milestones in Gantt chart format. This plan will be revised and approved within 10 days of contract award, based on the final contract terms and conditions.

C.3A.4.2 The Contractor must be directly responsible for the completion of all tasks associated with this project in conjunction with approved project plan time frames.

C.3A.4.3 The Contractor shall provide workshops, online webinars, and a user manual for training of users to implement the system.

C.3A.5 Change Control

C.3A.5.1 As the Contractor applies changes to the system, the IMA staff, and DHS support staff must be able to pilot test the system changes before they are deployed in a production environment.

C.3A.5.2 The Contractor must submit Project Change Requests that modify the specifications outlined in this Scope of Work or in the approved Project Plan to the DHS Project Manager by email for evaluation and approval before modifications are made. Project Change Requests must include the proposed change, the reason for the change, the additional work hours required to complete the change, and whether the change will affect the projected timeline for completion of the DIMS. Such changes must be agreed to in writing and approved by the Contracting Officer prior to implementation.

C.3A.5.3 After modifications are made, the Contractor must notify the DHS Project Manager. The DHS Project Manager must verify the change was made. The DHS Project Manager must notify the Contractor that the change is accepted and approved for implementation.

C.3A.5.4 The Contractor must provide the IMA Contracting Officer's Technical Representative with a weekly report of the status of the project and any concerns.

C.3A.6 Business Continuity and Backups

C.3A.6.1 The Contractor shall work with the Office of the Chief Technology Officer (OCTO) to develop any unique backup or disaster recovery procedures. This infrastructure is already in place so the scope of responsibility for the Contractor is to ensure that the new application works smoothly with the established infrastructure.

C.3A.7 Training and Support

C.3A.7.1 The contract shall provide written instructional materials online for the DIMS as well as "Train the DHS Trainer" instruction.

C.3A.7.2 The Contractor shall provide hands-on training for each service center location during regular business hours for the term of the contract until all users have been trained and the DIMS can be operated independently. The Contractor shall train IMA staff on how to use the DIMS in the performance of their duties. The Contractor shall also provide a DIMS "train the trainers" workshop for identified staff.

C.A.7.3 The Contractor shall provide a "help desk" for the IMA staff during regular business hours for the term of the contract.

C.3A.8 Queries and Searches

C.3A.8.1 The case number is unique to an assistance unit. The client number is unique to an individual within the assistance unit. An individual client member may have multiple case numbers.

C.3A.8.2 The users must locate the case numbers in the ACEDS first and then use them to search for the documents by case number in the DIMS. This search shall be initiated within ACEDS using a mouse click or key combination. Searches may be initiated within the FileNet application without going through ACEDS first.

C.3A.8.4 The Contractor shall provide the ability to search for all the case numbers assigned to each client identification number.

C.3A.8.5 The Contractor shall provide the ability to search for documents received by various portals, such as by the internet, e-mail, facsimile, or scanning. The DIMS must have the capability to allow authorized personnel to search for case documents by a combination of variables. The list of search variables is as follows:

- Case number
- Client Id number
- Document Type
- Document Date

C.3A.9 Views

C.3A.9.1 The DIMS must display the following information next to the document images.

- Case number
- Document Group
- Document Type
- Document Date

C.3A.9.2 Most recent documents will be displayed first, such that documents with the most recent dates are displayed before those with older dates.

C.3A.9.3 The DIMS must allow the users to be able to modify their views within the parameters available in FileNet to meet their individual needs.

C.3A.9.4 The DIMS must enable the users to view documents for cases by date ranges.

C.3A.9.5 The Contractor shall provide a hold queue for the documents of applicants who have not yet been assigned case numbers in ACEDS.

C.3A.9.6 Contractor shall propose a business process for attaching the documents to the assigned case number(s) after the case number is assigned in ACEDS, and performing a final commit.

C.3A.10 Security and System Access

C.3A.10.1 The DIMS must be accessible by all authorized users through the Internet.

C.3A.10.2 The Contractor shall be able to access the DHS DIMS remotely for support and training purposes.

C.3A.10.3 The DIMS must allow the IMA administrator or her designee to be able to grant access to the system based on the employee's roles and duties.

C.3A.10.4 The DIMS must provide the ability to track the user access to documents and files and to restrict user access at the role level.

C.3A.11 Resources

C.3A.11.1 The Contractor shall require that its employees sign confidentiality agreements as specified in Appendix E.

C.3A.11.2 The Contractor shall ensure there are sufficient qualified personnel employed to meet the requirements of this RFP.

C.3A.12 Testing

C.3A.12.1 The Contractor shall verify that the DIMS meet the requirements set forth in this document.

C.3A.12.2 The Contractor shall deliver a DIMS prototype to DHS during the design phase of the contract, so that IMA staff can verify that the system meets IMA's requirements.

C.3A.12.3 The Contractor shall verify that cases tested from the ACEDS generated data and records are scanned into the DIMS.

C.3A.12.4 The Contractor shall enable DHS staff to test the system for final approval and acceptance.

C.3A.13 Project Reporting

C.3A.13.1 The Contractor shall provide the COTR with weekly status reports.

C.3A.13.2 The Contractor shall address or correct any DIMS related issues within an agreed upon time frame.

C.3A.13.3 DHS will respond to the Contractor's deliverables and project plan within three business days of receipt.

C.3A.14 Building Access

The Contractor shall provide its employees with badges to access the authorized service centers. The badges must be worn at all times within the DHS facilities.

C.3A.15 Knowledge

The Contractor shall possess demonstrated knowledge and expertise in Kofax Ascent Capture, Kofax KTM, and FileNet P8 to design a document imaging solution according to DHS specifications set forth in this document. The

Contractor must have extensive experience with handling sensitive documents and working in a secure environment. The Contractor shall have demonstrated experience in the development of DIMS programs of similar complexity, using Kofax and FileNet software.

DIMS Phase II

C.3A.16 The intent of Phase II is to introduce business process management using Workflow and E-Forms. Capture process optimization and workflows will be addressed. The Contractor is required to perform an analysis of the business processes to determine what processes can be automated and improved.

Example: The Contractor shall create a customizable workflow using the drop down list of forms and reports, such as scanned application forms. Those forms include Food Stamp Mid-certifications Reports and Medicaid Recertifications received by a Service Center, via mail, or drop off. The forms are sent to a queue for a new Case Maintenance Processing Unit. In addition, the workflow must be customizable to include documents scanned and indexed from each service center and reports currently processed by the Change Center with e-mail alerts. The workflow must allow the users to add forms and reports and track them by the source and date of the scanned document.

Appendix A, Document Management Assessment, contains additional recommendations that may be incorporated into Phase II.

Possible workflow design may also include:

- Business process for the creation and use of e-forms to streamline identification and assignment of documents to a case file;
- Enhancement of mail room processes for scanning and assigning documents to a case file;
- Enhanced troubleshooting and error analysis for document assignment;
- Security enhancements to monitor and track access to the DIMS; and
- Work flow enhancements to allow limited access to commonly required documents across cluster agencies, pursuant to District and federal law, such as citizenship documents and income information.

C.3B REQUIREMENTS (Document Scanning)

C.3B.1 Conversion Environment and Processes

C.3B.1.1 The Contractor shall use high-speed scanners that produce high quality images for all documents and photograph identifications such as driver's licenses.

- C.3B.1.2 The Contractor shall use a robust quality control procedure for ensuring that each and every page is scanned and is of acceptable quality.
- C.3B.1.3 The Contractor shall provide a HIPAA compliant facility to perform the conversion. Optionally, the Contractor may use DHS facilities that may be provided for this purpose.
- C.3B.1.4 The Contractor shall provide all transportation of document boxes from DHS facilities to the conversion location. The Contractor shall also provide a process to locate documents during Work In Process (WIP) that may be needed immediately for IMA activities. These documents must be prioritized and scanned within 24 hours to be made available via hosting, email, or other electronic means.
- C.3B.1.5 The Contractor shall make all scanned documents available within 24 hours via a web hosting process. This will consist of a web interface available to all IMA users. The interface will allow searches by Client ID, Case Number, Document Type and Document Date. This web interface must be a HIPAA compliant, secure system.
- C.3B.1.6 The Contractor shall provide a migration path to allow DHS to import the converted images into FileNet at such time that the production DIMS is available and operational. At this time the web hosting will be concluded.
- C.3B.1.7 The Contractor shall plan and execute a Pilot Scan Process consisting of approximately 10,000 pages to demonstrate the complete capture process, including document preparation, scanning with image enhancement (crop, deskew, despeckle, deshade, etc.), indexing, quality control, correction of quality control issues, web hosting, and export. A report shall be provided with the pilot and submitted monthly thereafter with all relevant metrics such as number of pages, number of images, and number of documents completed during the specified timeframe. The Pilot will include a formal Acceptance process to accept the results before proceeding with the product phase of the conversion.
- C.3B.1.8 The Contractor shall provide a detailed plan for pickup and delivery of all boxes of documents. This includes box tracking, barcoding, security throughout the process, truck security and controls, inventory at pickup and dropoff, and work in processing tracking.

C.3B.2 Software

The Contractor shall provide a detailed description of the software used for the Conversion, to including scanning, image enhancement, indexing, quality control, and export. A secure FTP site or external hard drives may be used to transfer images for import to FileNet.

C.3B.3 Project Management

C.3B.3.1 The Contractor shall propose a final project plan, including detailed tasks and milestones, for the scanning to the DHS IMA for approval within ten days of the project start date.

C.3B.3.2 The Contractor shall be directly responsible for the completion of all tasks associated with this project in conjunction with approved project plan time frames.

C.3B.3.3 The Contractor shall provide an onsite project manager to coordinate the scanning process.

C.3B.4 Scanning Implementation

C.3B.4.1 The Contractor shall prepare documents designated by IMA personnel for scanning by removing paperclips, staples or any materials that might obstruct the scanner. In addition, the Contractor must ensure that pages that are torn, folded, or attached can be scanned into the system.

IMA will provide bar-coded cover sheets or acid-free labels with each case file so that indexing must only be done to determine Document Group, Document Type and Document Date.

C.3B.4.2 The Contractor shall scan all the documents contained within the case folders regardless of the paper type (including carbon sheets) or size of the document, because there is a legal requirement to scan all the documents contained within a folder for each IMA client and assistance unit.

C.3B.4.3 Following are the Document Groups and Document Types for indexing:

1. Photo ID
 - A. Drivers ID
 - B. Non-Drivers ID
 - C. DHS Food Stamp ID
2. Applications/Recerts/Midcerts
 - A. Combined Application
 - B. Combined Recertification
 - C. Medical Assistance Recertification
 - D. FS Mid-Cert
 - E. Low Income Home Energy Assistance
 - F. Child Care Subsidy
3. Narrative
 - A. Online Narrative (hard copies)
 - B. Manual Narrative (Typed or Handwritten)
4. Forms
 - A. Voter's Registration

- B. Authorization to Release Information
- C. FS Expedite
- D. Request For a Hearing
- E. Vital Record Request
- 5. Verifications
 - A. Bank Statement
 - B. Health Insurance Card
 - C. Letter from Unrelated Persons
 - D. Letter from Landlord
 - E. Utility Bills
- 6. Income (Earned and Unearned)
 - A. Pay Stubs
 - B. Employment Verification Form
 - C. Award Letter from Social Security
 - D. Award Letter from Unemployment
 - E. Child Support Verification
- 7. Referrals
 - A. Medical Review Team Referral
 - B. Information Exchange
 - C. Job Club Referral
 - D. TANF Preliminary Assessment
- 8. Vital Records
 - A. Birth Certificate
 - B. Other Citizenship Verification Document
 - C. SSN Card
- 9. Supervisory Checklist/Case Reviews/Investigations, Etc.
 - A. Supervisory Checklist
 - B. Case Review Form
 - C. Request for Investigation
- 10. Other General
 - A. Court Order
 - B. Legal Name Change Document
 - C. Miscellaneous

C.3B.5 Document Tracking

- C.3B.5.1 The Contractor shall supply an adequate number of boxes for the transportation of documents to the conversion facility for scanning.
- C.3B.5.2 The Contractor shall label the boxes with the name of the service center, box number, the date transported to the conversion facility for scanning, and the date completed.
- C.3B.5.3 IMA will include a manifest of the case numbers for documents in each box.

C.3B.5.4 The boxes must be stored at the conversion facility by service center and sequential box number.

C.3B.5.5 The Contractor shall monitor their employees, validate the case records and documents scanned, and record the status on a daily spreadsheet. In addition, the Contractor shall annotate the list attached to the box where the case record is stored. The Contractor must keep those boxes containing the scanned documents in order, based on the service center name and their box number. Contractor shall provide the spreadsheet of the scanned case records to the DHS Project Manager daily.

C.3B.5.6 The Contractor shall transport boxes that have been validated as complete to a designated DC Government document storage facility.

C.3B.5.7 The Contractor shall update the spreadsheet to indicate that the case was scanned and the spreadsheet must reflect disposition of the box that contains the case.

C.3B.6 Security and System Access

C.3B.6.1 The Contractor shall take reasonable steps to keep the cases secure at the IMA facilities and while in transit from IMA facilities.

C.3B.6.2 The Contractor must assure that the conversion facility is HIPAA compliant, and there are appropriate security procedures in place to safeguard the documents.

C.3B.7 Resources

C.3B.7.1 The Contractor shall provide sufficient qualified personnel to meet the requirements of the RFP.

C.3B.7.2 The Contractor shall require that its employees sign confidentiality agreements on a form provided by the District, as specified in Appendix E.

C.3B.8 Skills and Knowledge – DOCUMENT CONVERSION SERVICES

C.3B.8.1 The Contractor shall possess demonstrated knowledge and experience in project management, including the implementation of multiple large-scale scanning projects (over 5 million pages) of similar complexity.

C.3B.8.3 The Contractor shall have extensive experience with the use of scanning and document imaging software, and provide a list of previous scanning projects and contact information for references.

C.3B.8.4 The Contractor shall show, in detail, how they plan to meet IMA's aforementioned deliverables and timeline, including a proposed scanning

schedule, number of staff, training required, and the proposed number of documents scanned per day.

C.3B.8.5 The Contractor shall show the ability to provide such services and produce a quality service, which meets Federal/District Government standards. Contractor shall provide resumes of key staff, and substitution of key staff must be approved by the Contracting Officer's Technical Representative.

C.3B.9 Conversion Schedule for Service Centers and Closed Files

C.3B.9.1 Documents shall be scanned according to service center in the following order:

- H Street Service Center - 645 H Street, NE
- Anacostia Service Center - 2100 Martin Luther King Blvd, SE
- Fort Davis - 3851 Alabama Avenue, SE
- Taylor Street - 1207 Taylor Street, NW
- Congress Heights - 4001 South Capitol Street, SW

C.3B.9.2 Subject to funding availability, Closed Files will be the final location scanned.

C.3B.10 Project Reporting

C.3B.10.1 The Contractor shall provide the DHS Project Manager with daily status reports.

C.3B.10.2 The Contractor shall address or correct any scanning related issues within an agreed upon time frame.

C.3B.10.3 DHS must have three working days to approve and to respond to the Contractor's deliverables and project plan.

C.3B.11 Building Access

The Contractor must provide its employees with badges to access the authorized service centers. The badges must be worn at all times within the DHS facilities.

SECTION D: PACKAGING AND MARKING

The packaging and marking requirements for the resultant contract shall be governed by clause number (2), Shipping Instructions-Consignment, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated March, 2007.

All reports shall prominently show on the cover of the report:

Name and business address of the Contractor
Contract number
Contract dollar amount

SECTION E: INSPECTION AND ACCEPTANCE

E.1 The inspection and acceptance requirements for the resultant contract shall be governed by clause number five *(5) Inspection of Supplies [if applicable], and clause number six *(6), Inspection of Services, [if applicable], of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated March, 2007.

E.1.1 Services as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

E.1.2 The Contractor shall provide and maintain an inspection system acceptable to the District covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the District during the contract performance and for as long as the contract requires.

E.1.3 The District has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The District shall perform inspections and tests in a manner that will not unduly delay the work.

E.1.4 If the District performs inspections or tests on the premises of the Contractor or a subContractor, the Contractor shall furnish and shall require subContractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

E.1.5 If any of the services do not conform to contract requirements, the District may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the District may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the services performed.

E.1.6 If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the District may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the District that is directly related to the performance of such service or (2) terminate the contract for default.

E.2 Quality Assurance

E.2.1 As part of the District's quality assurance program, the District may:

E.2.1.1 Review and, if warranted, reject any reports or other submittals required from the Contractor;

- E.2.2 Review performance and service records, including but not limited to BAS data, CMMS data, and any computerized or hardcopy records maintained by the Contractor documenting performance under this contract, and require correction of any unsatisfactory conditions noted;
- E.2.3 Review the adequacy of the Contractor's quality control program and documentation, and the success of this program in correcting deficiencies before the District must direct correction under its quality assurance program. Improvements may be directed if the program is determined to be insufficient or ineffective.
- E.2.4 Obtain tenant satisfaction survey information, and require improvements in service on the basis of such information to the extent such results correlate with deficiencies in contract requirements;
- E.2.5 Make physical inspection of facility equipment and systems, to include programs and files maintained on computers and Contractor on-site offices and work areas, and require correction of deficiencies noted.
- E.2.6 Perform inspections with District personnel or independent third-party inspectors.
- E.2.7 Contractor performance will be evaluated on the basis of the performance success or deficiencies (which may involve M&V methods), success or failure in meeting other contract requirements, and the Contractor's record of correcting deficiencies when noted. While corrective actions will be noted, a record of significant performance deficiencies may lead to a performance evaluation, which is less than satisfactory even if the Contractor takes corrective action.
- E.2.8 The use or non-use of any Quality Assurance methods (e.g., an M&V program) by the District will not constitute a waiver of or excuse from contract requirements.
- E.2.9 The District may implement or change Quality Assurance measures at any time during the term of the contract.

E.3 Quality Inspection

- E.3.1 DHS may assess the Offeror's performance with respect to accomplishing the purposes outlined in the Program Scope. Specifically, the Contractor's performance shall be assessed to determine the quality of services delivered and the Contractor's ability to deliver services.

SECTION F: DELIVERIES OR PERFORMANCE

F.1 TERM OF CONTRACT

The term of the contract for the development of DIMS shall be for a period of four (4) months from date of award. The term of the contract for the scanning of documents shall be for a period of twelve (12) months from date of award.

F.2 DELIVERABLES

DIMS Phase I

CLIN	Deliverable	Quantity	Format/Method of Delivery	Due Date	To Whom
See Section C.3A	Project Plan for developing DIMS	1	Electronic copy in MS Word	2 weeks after contract award	COTR
See Section C.3A	Functional Requirements Document	1	Electronic copy in MS Word	Per approved Project Plan	COTR
See Section C.3A	Detailed Design Document	1	Electronic copy in MS Word	Per approved Project Plan	COTR
See Section C.3A	Acceptance Test Plan	1	Electronic copy in MS Word	Per approved Project Plan	COTR
See Section C.3A	IMA Staff Training and User Guide	1	Electronic copy in MS Word	2 weeks before DIMS testing	COTR

DIMS Phase II

See Section C.3A.16	System Design Document	1	Electronic copy in MS Word	Per approved Project Plan	COTR
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CONVERSION

See Section C.3B	Develop a project plan for Scanning implementation	1	Electronic copy in MS Word	2 weeks after contract award	COTR
C.3A.15.1	Provide weekly status report	1	Electronic copy in MS Word	Every Friday until project is completed	COTR
See Section H.10.2	Contractor and their Employee to complete and sign the Agreement Form	1	Electronic copy in MS Word	2 weeks after contract award	COTR

F.2.1 The Contractor shall submit to the District, as a deliverable, the report described in section H.5.5 of this contract that is required by the 51% District Residents New Hires Requirements and First Source Employment Agreement. If the Contractor does not submit the report as part of the deliverables, final payment to the Contractor may not be paid.

SECTION G: CONTRACT ADMINISTRATION DATA

G.1 INVOICE PAYMENT

- G.1.1** The District will make payments to the Contractor, upon the submission of proper invoices, at the prices stipulated in this contract, for supplies delivered and accepted or services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.
- G.1.2** The District will pay the Contractor on or before the 30th day after receiving a proper invoice from the Contractor.

G.2 INVOICE SUBMITTAL

- G.2.1** The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in Section G.4. Invoices shall be prepared in duplicate and submitted to the agency Chief Financial Officer (CFO) with concurrent copies to the Contracting Officer's Technical Representative (COTR) specified in Section G.9 below. The address of the CFO is:

Name: Kristie Steel, Agency Fiscal Officer
Address: 64 New York Avenue, NE, 6th Floor
Washington, D.C. 20002
Telephone: 202-671-4200

- G.2.2** To constitute a proper invoice, the Contractor shall submit the following information on the invoice:
- G.2.2.1** Contractor's name, federal tax ID and invoice date (Contractors shall date invoices as of the date of mailing or transmittal);
- G.2.2.2** Contract number and invoice number;
- G.2.2.3** Description, price, quantity and the date(s) that the supplies or services were delivered or performed;
- G.2.2.4** Other supporting documentation or information, as required by the Contracting Officer;
- G.2.2.5** Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;
- G.2.2.6** Name, title, phone number of person preparing the invoice;
- G.2.2.7** Name, title, phone number and mailing address of person (if different from the person identified in G.2.2.6 above) to be notified in the event of a defective invoice; and

G.2.2.8 Authorized signature.

G.3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT

G.3.1 For contracts subject to the 51% District Residents New Hires Requirements and First Source Employment Agreement requirements, final request for payment must be accompanied by the report or a waiver of compliance discussed in section H.5.5.

G.3.2 No final payment shall be made to the Contractor until the CFO has received the Contracting Officer's final determination or approval of waiver of the Contractor's compliance with 51% District Residents New Hires Requirements and First Source Employment Agreement requirements.

G.5 ASSIGNMENT OF CONTRACT PAYMENTS

G.5.1 In accordance with 27 DCMR 3250, the Contractor may assign funds due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution.

G.5.2 Any assignment shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party.

G.5.3 Notwithstanding an assignment of contract payments, the Contractor, not the assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

Pursuant to the instrument of assignment dated _____,
make payment of this invoice to _____
(name and address of assignee).

G.6 THE QUICK PAYMENT CLAUSE

G.6.1 Interest Penalties to Contractors

G.6.1.1 The District will pay interest penalties on amounts due to the Contractor under the Quick Payment Act, D.C. Official Code §2-221.01 et seq., for the period beginning on the day after the required payment date and ending on the date on which payment of the amount is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid if payment for the completed delivery of the item of property or service is made on or before:

- a) the 3rd day after the required payment date for meat or a meat product;
- b) the 5th day after the required payment date for an agricultural commodity; or
- c) the 15th day after the required payment date for any other item.

G.6.1.2 Any amount of an interest penalty which remains unpaid at the end of any 30-day period shall be added to the principal amount of the debt and thereafter interest penalties shall accrue on the added amount.

G.6.2 Payments to SubContractors

G.6.2.1 The Contractor must take one of the following actions within 7 days of receipt of any amount paid to the Contractor by the District for work performed by any subContractor under a contract:

- a) Pay the subContractor for the proportionate share of the total payment received from the District that is attributable to the subContractor for work performed under the contract; or
- b) Notify the District and the subContractor, in writing, of the Contractor's intention to withhold all or part of the subContractor's payment and state the reason for the nonpayment.

G.6.2.2 The Contractor must pay any lower-tier subContractor or supplier interest penalties on amounts due to the subContractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid on the following if payment for the completed delivery of the item of property or service is made on or before:

- a) the 3rd day after the required payment date for meat or a meat product;
- b) the 5th day after the required payment date for an agricultural commodity; or
- c) the 15th day after the required payment date for any other item.

G.6.2.3 Any amount of an interest penalty which remains unpaid by the Contractor at the end of any 30-day period shall be added to the principal amount of the debt to the subContractor and thereafter interest penalties shall accrue on the added amount.

G.6.2.4 A dispute between the Contractor and subContractor relating to the amounts or entitlement of a subContractor to a payment or a late payment interest penalty under the Quick Payment Act does not constitute a dispute to which the District of Columbia is a party. The District of Columbia may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

G.7 CONTRACTING OFFICER (CO)

Contracts will be entered into and signed on behalf of the District only by contracting officers. The name, address and telephone number of the Contracting Officer is:

John P. Varghese
Interim Assistant Director for Procurement
Office of Contracting and Procurement
441 4th Street, NW, 700 South
Washington, D.C. 20001
Telephone: 202-727-0252

G.8 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

- G.8.1** The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract.
- G.8.2** The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the Contracting Officer.
- G.8.3** In the event the Contractor effects any change at the instruction or request of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

G.9 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

- G.9.1** The COTR is responsible for general administration of the contract and advising the Contracting Officer as to the Contractor's compliance or noncompliance with the contract. In addition, the COTR is responsible for the day-to-day monitoring and supervision of the contract, of ensuring that the work conforms to the requirements of this contract and such other responsibilities and authorities as may be specified in the contract. The COTR for this contract is:

Arlene Conover
Deputy Administrator
Division of Information Systems
645 H Street, N.E., 5th Floor
Washington, DC 20002
Telephone: 202-698-3900

- G.9.2** The COTR shall not have authority to make any changes in the specifications or scope of work or terms and conditions of the contract.
- G.9.3** The Contractor may be held fully responsible for any changes not authorized in advance, in writing, by the Contracting Officer; 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.

G.10 ORDERING CLAUSE

Not Applicable

G.11 CORRECTIVE ACTION

In addition to its rights under the Default Clause under the Standard Contract Provisions, if the District determines that the Contractor has failed to comply with terms of the Contract or has violated applicable Federal or District law, regulation or court order, the District may request corrective action within the time frame established by the District. The Contractor shall complete all steps necessary to correct the identified violation. Upon the Contractor's failure to comply with an approved corrective action plan the District may impose monetary penalties as follows:

- G.11.1** Withhold of up to ten (10%) percent of the Contractor's monthly payment when the District has determined that the Contractor has failed to perform according to the corrective action plan and Sanctions have been previously imposed.

G.12 RIGHT TO WITHHOLD PAYMENT

The District reserves the right to withhold or recoup funds from the Contractor in accordance with any remedies allowed under the Contract or any policies and procedures.

SECTION H: SPECIAL CONTRACT REQUIREMENTS

H.1 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES

H.1.1 For all new employment resulting from this contract or subcontracts hereto, as defined in Mayor's Order 83-265 and implementing instructions, the Contractor shall use its best efforts to comply with the following basic goal and objectives for utilization of bona fide residents of the District of Columbia in each project's labor force:

H.1.1.1 at least fifty-one (51) percent of apprentices and trainees employed shall be residents of the District of Columbia registered in programs approved by the District of Columbia Apprenticeship Council.

H.1.2 The Contractor shall negotiate an Employment Agreement with the DOES for jobs created as a result of this contract. The DOES shall be the Contractor's first source of referral for qualified apprentices and trainees in the implementation of employment goals contained in this clause.

H.2 DEPARTMENT OF LABOR WAGE DETERMINATIONS

The Contractor shall be bound by the Wage Determination No. 2005-2103, Revision No. 8, date of last revision: 05/26/09, 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 Section J.1.1 of this solicitation. The Contractor shall be bound by the wage rates for the term of the contract. If an option is exercised, the Contractor shall be bound by the applicable wage rate at the time of the option. If the option is exercised and the Contracting Officer 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.

H.3 PUBLICITY

The Contractor shall at all times obtain the prior written approval from the Contracting Officer 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.

H.4 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 COTR designated in subsection G.9 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 COTR will forward a copy to the Contractor. In either event, the Contractor is required by law to provide all responsive records to the COTR within the timeframe designated by the COTR. 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*.

H.5 51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT

H.5.1 The Contractor shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code §2-219.01 et seq. (“First Source Act”).

H.5.2 The Contractor shall enter into and maintain, during the term of the contract, a First Source Employment Agreement, (Section J.2.3) in which the Contractor shall agree that:

- (1) The first source for finding employees to fill all jobs created in order to perform this contract shall be the Department of Employment Services (“DOES”); and
- (2) The first source for finding employees to fill any vacancy occurring in all jobs covered by the First Source Employment Agreement shall be the First Source Register.

H.5.3 The Contractor shall submit to DOES, no later than the 10th each month following execution of the contract, a First Source Agreement Contract Compliance Report (“contract compliance report”) verifying its compliance with the First Source Agreement for the preceding month. The contract compliance report for the contract shall include the:

- (1) Number of employees needed;
- (2) Number of current employees transferred;
- (3) Number of new job openings created;
- (4) Number of job openings listed with DOES;
- (5) Total number of all District residents hired for the reporting period and the cumulative total number of District residents hired; and
- (6) Total number of all employees hired for the reporting period and the cumulative total number of employees hired, including:
 - (a) Name;
 - (b) Social security number;
 - (c) Job title;
 - (d) Hire date;
 - (e) Residence; and
 - (f) Referral source for all new hires.

H.5.4 If the contract amount is equal to or greater than \$100,000, the Contractor agrees that 51% of the new employees hired for the contract shall be District residents.

H.5.5 With the submission of the Contractor's final request for payment from the District, the Contractor shall:

- (1) Document in a report to the Contracting Officer its compliance with the section H.5.4 of this clause; or
- (2) Submit a request to the Contracting Officer for a waiver of compliance with section H.5.4 and include the following documentation:
 - (a) Material supporting a good faith effort to comply;
 - (b) Referrals provided by DOES and other referral sources;
 - (c) Advertisement of job openings listed with DOES and other referral sources; and
 - (d) Any documentation supporting the waiver request pursuant to section H.5.6.

H.5.6 The Contracting Officer may waive the provisions of section H.5.4 if the Contracting Officer finds that:

- (1) A good faith effort to comply is demonstrated by the Contractor;
- (2) The Contractor is located outside the Washington Standard Metropolitan Statistical Area and none of the contract work is performed inside the Washington Standard Metropolitan Statistical Area which includes the District of Columbia; the Virginia Cities of Alexandria, Falls Church, Manassas, Manassas Park, Fairfax, and Fredericksburg, the Virginia Counties of Fairfax, Arlington, Prince William, Loudoun, Stafford, Clarke, Warren, Fauquier, Culpeper, Spotsylvania, and King George; the Maryland Counties of Montgomery, Prince Georges, Charles, Frederick, and Calvert; and the West Virginia Counties of Berkeley and Jefferson.
- (3) The Contractor enters into a special workforce development training or placement arrangement with DOES; or
- (4) DOES certifies that there are insufficient numbers of District residents in the labor market possessing the skills required by the positions created as a result of the contract.

H.5.7 Upon receipt of the Contractor's final payment request and related documentation pursuant to sections H.5.5 and H.5.6, the Contracting Officer shall determine whether the Contractor is in compliance with section H.5.4 or whether a waiver of compliance pursuant to section H.5.6 is justified. If the Contracting Officer determines that the Contractor is in compliance, or that a waiver of compliance is justified, the Contracting Officer shall, within two business days of making the determination forward a copy of the determination to the Agency Chief Financial Officer and the COTR.

H.5.8 Willful breach of the First Source Employment Agreement, or failure to submit the report pursuant to section H.5.5, or deliberate submission of falsified data, may be enforced by the Contracting Officer through imposition of penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract. The Contractor shall make payment to DOES. The Contractor may appeal to the D.C. Contract Appeals Board as provided in the contract any decision of the Contracting Officer pursuant to this section H.5.8.

H.5.9 The provisions of sections H.5.4 through H.5.8 do not apply to nonprofit organizations.

H.6 PROTECTION OF PROPERTY:

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

H.7 AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)

During the performance of the 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.

H.8 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 program and activities. See 29 U.S.C. §794 et seq.

H.9 DISTRICT RESPONSIBILITIES

H.9.1 Telephone

The District will provide limited telephone service as required for performance of this contract, including local and long distance service. The use of facilities is restricted to that level which is specifically needed for contract performance. The Contractor is responsible for any misuse of the service.

H.9.2 Computer Equipment

The District will supply one computer workstation, including peripherals, necessary to operate building control systems (BAS). The Contractor is required to provide all other equipment needed to operate and maintain the BAS.

H.9.3 District Communications Systems

The District may elect to furnish Contractor pagers, cell phones and wireless messaging devices. If the District so elects, Contractor shall utilize such items as directed by the District, in accordance with general District policy.

H.9.4 District Furnished Property

District property shall remain the property of the District in all respects. The COTR may require Contractor personnel to sign for receipt and custody of District furnished property, at the discretion of the COTR. The Contractor shall take all reasonable

precautions to safeguard and protect District property. District property shall be used only in direct Operations for providing contract services, and shall not be used in any manner for any personal advantage, business gain, or other personal endeavor by the Contractor or the Contractor's employees.

H.9.5 Office, Workshop, Storage Space, and Machine Rooms

The District will provide the Contractor with limited space for storage of tools and supplies, office space, and spare parts. The Contractor is responsible for accountability and security of all property and facilities furnished for Contractor use or otherwise entrusted to it; and for maintaining it in a clean, serviceable condition.

H.9.6 Furniture and Furnishings

The District will furnish workshop, office and storage space within the building to support the Contractor's operational requirements. This space shall be provided to Contractor with furnishings. Existing furnishings must be kept neat and clean and be returned to the District at the expiration of the contract in reasonably the same condition as at the time of entering into the contract, less fair wear and tear. The Contractor is responsible for securing supplies and valuables belonging to the Contractor.

H.10 CONTRACTOR RESPONSIBILITIES

H.10.1 The Contractor shall provide all the manpower, supervision, materials, supplies and equipment necessary to perform all the services described herein.

H.10.2 Each Contractor and their employee shall sign a confidentiality agreement on a form provided by the District as specified in Appendix E.

H.11 SUPERVISION OF WORK

H.11.1 The Contractor shall supervise work performed; the District shall not supervise Contractor employees. If a single technician is present, that technician must be capable of working independently and must be able to speak for the Contractor for purposes of performance of the work at hand. If multiple technicians are present, one must be identified as being supervisory (although the supervisor may be a working technician).

H.12 ORDINANCES, TAXES, PERMITS, AND LICENSES

H.12.1 Without additional expense to the District, the Contractor shall:

H.12.1.1 Comply with all District of Columbia and District laws, regulations and ordinances.

H.12.1.2 Be liable for all applicable District of Columbia taxes.

H.12.1.3 Obtain and pay for all permits and licenses governing performance under the contract.

H.13 ACCESSIBILITY OF RECORDS

H.13.1 All records and files, which this contract requires the Contractor to maintain, shall be made readily accessible to District representatives, including third-party contract inspectors, on request. The Contractor shall instruct all on-site personnel to cooperate with District or third party contract inspector requests for records access or information, to include answering all questions related to performance of work honestly and comprehensively.

H.14 OTHER CONTRACTORS

H.14.1 The District may undertake or award other contracts for additional work, and the Contractor shall fully cooperate with such other Contractors and/or District employees. The Contractor shall carefully schedule his own work, in conjunction with the additional work, as may be directed by the COTR. In addition, the Contractor shall not commit or permit any act, which will interfere with the performance or work by another Contractor, or by District employees.

H.15 AUDITS, RECORDS, AND RECORD RETENTION

H.15.1 At any time or times before final payment and three (3) years thereafter, the Contracting Officer may have the Contractor's invoices or vouchers and statements of expenses audited. Any payment may be reduced by amounts found by the Contracting Officer not to constitute allowable costs as adjusted for prior overpayment or underpayment. Contractor acknowledges that requests for payment of reimbursable costs are "claims for payments" under District false claims law, and that Contractor therefore must maintain high standards of accuracy for all such requests. In the event that the District has made all payments to the Contractor and an overpayment is found, the Contractor shall reimburse the District for said overpayment within thirty (30) days after written notification.

H.15.2 The Contractor shall establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting principles and practices that sufficiently and properly reflect all revenues and expenditures of funds provided by the District under the contract that results from this solicitation.

H.15.3 The Contractor shall retain all records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to the contract for a period of five (5) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of the contract.

H.15.4 The Contractor shall assure that these records shall be subject at all reasonable times to inspection, review, or audit by District, or other personnel duly authorized by the District.

H.15.5 Persons duly authorized by the District shall have full access to and the right to examine any of the Contractor's contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.

H.15.6 The Contractor shall include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

H.16 CONFLICT OF INTEREST

H.16.1 No official or employee of the District of Columbia who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this contract shall, prior to the completion of the project, voluntarily acquire any personal interest, direct or indirect, in the contract or proposed contract. (DC Procurement Practices Act of 1985, D.C. Law 6-85 and Chapter 18 of the DC Personnel Regulations).

H.16.2 The Contractor represents and covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The Contractor further covenants not to employ any person having such known interests in the performance of the contract.

H.16.3 Upon District request, Contractor shall cause its staff and consultants to sign non-disclosure and conflict of interest statements, on forms provided by the District.

H.17 CRIMINAL LIABILITY

It shall be understood by the Contractor that disclosures of information relating to the work or services provided under this contract requirement to any person not entitled to receive it, or failure to safeguard any classified information that may come to the Contractor or any person under the Contractor's control in connection with the work under this contract, may subject the Contractor, his agents or employees to criminal liability.

H.18 WAY TO WORK AMENDMENT ACT OF 2006

H.18.1 Except as described in H.18.8 below, the Contractor shall comply with Title I of the Way to Work Amendment Act of 2006, effective June 9, 2006 (D.C. Law 16-118, D.C. Official Code §2-220.01 et seq.) ("Living Wage Act of 2006"), for contracts for services in the amount of \$100,000 or more in a 12-month period.

H.18.2 The Contractor shall pay its employees and subcontractors who perform services under the contract no less than the current living wage published on the OCP website at www.ocp.dc.gov.

H.18.3 The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to pay its employees who perform services under the contract no less than the current living wage rate.

- H.18.4** The Department of Employment Services may adjust the living wage annually and the OCP will publish the current living wage rate on its website at www.ocp.dc.gov.
- H.18.5** The Contractor shall provide a copy of the Fact Sheet attached as J.1.2 to each employee and subcontractor who performs services under the contract. The Contractor shall also post the Notice attached as J.1.2 in a conspicuous place in its place of business. The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to post the Notice in a conspicuous place in its place of business.
- H.18.6** The Contractor shall maintain its payroll records under the contract in the regular course of business for a period of at least three (3) years from the payroll date, and shall include this requirement in its subcontracts for \$15,000 or more under the contract.
- H.18.7** The payment of wages required under the Living Wage Act of 2006 shall be consistent with and subject to the provisions of D.C. Official Code §32-1301 *et seq.*
- H.18.8** The requirements of the Living Wage Act of 2006 do not apply to:
- (1) Contracts or other agreements that are subject to higher wage level determinations required by federal law;
 - (2) Existing and future collective bargaining agreements, provided, that the future collective bargaining agreement results in the employee being paid no less than the established living wage;
 - (3) Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
 - (4) Contracts for services needed immediately to prevent or respond to a disaster or eminent threat to public health or safety declared by the Mayor;
 - (5) Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services; provided that the trainees do not replace employees subject to the Living Wage Act of 2006;
 - (6) An employee under 22 years of age employed during a school vacation period, or enrolled as a full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than 25 hours per week; provided that he or she does not replace employees subject to the Living Wage Act of 2006;
 - (7) Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District;
 - (8) Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to section 501(c)(3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68A Stat. 163; 26 U.S.C. § 501(c)(3));
 - (9) Medicaid provider agreements for direct care services to Medicaid recipients, provided, that the direct care service is not provided through a home care agency, a community residence facility, or a group home for mentally retarded persons as those terms are defined in section 2 of the Health-Care and Community Residence Facility,

Hospice, and Home Care Licensure Act of 1983, effective February 24, 1984 (D.C. Law 5-48; D.C. Official Code § 44-501); and
(10) Contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

H.18.9 The Mayor may exempt a contractor from the requirements of the Living Wage Act of 2006, subject to the approval of Council, in accordance with the provisions of Section 109 of the Living Wage Act of 2006.

SECTION I: CONTRACT CLAUSES

I.1 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 resulting from this solicitation. To obtain a copy of the SCP go to www.ocp.dc.gov, click on OCP Policies under the heading “Information”, then click on “Standard Contract Provisions – Supplies and Services Contracts”.

I.2 CONTRACTS THAT CROSS FISCAL YEARS

Continuation of this contract beyond the current fiscal year is contingent upon future fiscal appropriations.

I.3 CONFIDENTIALITY OF INFORMATION

All information obtained by the Contractor relating to any employee or customer of the District will be kept in absolute confidence and shall not be used by the Contractor in connection with any other matters, nor shall any such information be disclosed to any other person, firm, or corporation, in accordance with the District and Federal laws governing the confidentiality of records.

I.4 TIME

Time, if stated in a number of days, will include Saturdays, Sundays, and holidays, unless otherwise stated herein.

I.5 RIGHTS IN DATA

I.5.1 “Data,” as used herein, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

I.5.2 The term “Technical Data”, as used herein, means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work, or be usable or used to define a design or process or to procure, produce, support, maintain, or operate material. The data may be graphic or pictorial delineations in media such as drawings or photographs, text in specifications or related performance or design type documents or computer printouts. Examples of technical data include research and engineering data, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information, and computer software documentation. Technical data does not include computer software or

financial, administrative, cost and pricing, and management data or other information incidental to contract administration.

- I.5.3** The term “Computer Software”, as used herein means computer programs and computer databases. “Computer Programs”, as used herein means a series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute an operation or operations. "Computer Programs" include operating systems, assemblers, compilers, interpreters, data management systems, utility programs, sort merge programs, and automated data processing equipment maintenance diagnostic programs, as well as applications programs such as payroll, inventory control and engineering analysis programs. Computer programs may be either machine-dependent or machine-independent, and may be general purpose in nature or designed to satisfy the requirements of a particular user.
- I.5.4** The term "computer databases", as used herein, means a collection of data in a form capable of being processed and operated on by a computer.
- I.5.5** All 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, computer program codes, produced by Contractor for the District under this Contract, are works made for hire and are the sole property of the District; but, to the extent any such data may not, by operation of law, be works made for hire, Contractor hereby transfers and assigns to the District the ownership of copyright in such works, whether published or unpublished. The Contractor agrees to give the District all 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 the District until such time as the District may have released such data to the public.
- I.5.6** The District will have restricted rights in data, including computer software and all accompanying documentation, manuals and instructional materials, listed or described in a license or agreement made a part of this contract, which the parties have agreed will be furnished with restricted rights, provided however, notwithstanding any contrary provision in any such license or agreement, such restricted rights shall include, as a minimum the right to:
- I.5.6.1** Use the computer software and all accompanying documentation and manuals or instructional materials with the computer for which or with which it was acquired, including use at any District installation to which the computer may be transferred by the District;
- I.5.6.2** Use the computer software and all accompanying documentation and manuals or instructional materials with a backup computer if the computer for which or with which it was acquired is inoperative;

I.5.6.3 Copy computer programs for safekeeping (archives) or backup purposes; and modify the computer software and all accompanying documentation and manuals or instructional materials, or combine it with other software, subject to the provision that the modified portions shall remain subject to these restrictions.

I.5.7 The restricted rights set forth in section I.5.6 are of no effect unless

- (i) the data is marked by the Contractor with the following legend:

RESTRICTED RIGHTS LEGEND

Use, duplication, or disclosure is subject to restrictions stated in Contract No. _____
With _____(Contractor's Name); and

- (ii) If the data is computer software, the related computer software documentation includes a prominent statement of the restrictions applicable to the computer software. The Contractor may not place any legend on the computer software indicating restrictions on the District's rights in such software unless the restrictions are set forth in a license or agreement made a part of the contract prior to the delivery date of the software. Failure of the Contractor to apply a restricted rights legend to such computer software shall relieve the District of liability with respect to such unmarked software.

I.5.8 In addition to the rights granted in Section I.5.6 above, the Contractor hereby grants to the District a nonexclusive, paid-up license throughout the world, of the same scope as restricted rights set forth in Section I.5.6 above, under any copyright owned by the Contractor, in any work of authorship prepared for or acquired by the District under this contract. Unless written approval of the Contracting Officer is obtained, the Contractor shall not include in technical data or computer software prepared for or acquired by the District under this contract any works of authorship in which copyright is not owned by the Contractor without acquiring for the District any rights necessary to perfect a copyright license of the scope specified in the first sentence of this paragraph.

I.5.9 Whenever any data, including computer software, are to be obtained from a subContractor under this contract, the Contractor shall use this clause, I.5, Rights in Data, in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the District's or the Contractor's rights in that subContractor data or computer software which is required for the District.

I.5.10 For all computer software furnished to the District with the rights specified in Section I.5.5, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope specified in Section I.5.5. For all computer software furnished to the District with the restricted rights specified in Section I.5.6, the District, if the Contractor, either directly or through a successor or affiliate shall cease to provide the maintenance or

warranty services provided the District under this contract or any paid-up maintenance agreement, or if Contractor should be declared bankrupt or insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the then current version of the source code supplied under this contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.

I.5.11 The Contractor shall indemnify and save and hold harmless the District, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this contract, or (ii) based upon any data furnished under this contract, or based upon libelous or other unlawful matter contained in such data.

I.5.12 Nothing contained in this clause shall imply a license to the District under any patent, or be construed as affecting the scope of any license or other right otherwise granted to the District under any patent.

I.5.13 Paragraphs I.5.6, I.5.7, I.5.8, I.5.11 and I.5.12 above are not applicable to material furnished to the Contractor by the District and incorporated in the work furnished under contract, provided that such incorporated material is identified by the Contractor at the time of delivery of such work

I.6 OTHER CONTRACTORS

The Contractor shall not commit or permit any act that will interfere with the performance of work by another District Contractor or by any District employee.

I.7 SUBCONTRACTS

The Contractor hereunder shall not subcontract any of the Contractor's work or services to any subContractor without the prior written consent of the Contracting Officer. Any work or service so subcontracted shall be performed pursuant to a subcontract agreement, which the District will have the right to review and approve prior to its execution by the Contractor. Any such subcontract shall specify that the Contractor and the subContractor shall be subject to every provision of this contract. Notwithstanding any such subcontract approved by the District, the Contractor shall remain liable to the District for all Contractor's work and services required hereunder.

I.8 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. The Contractor shall maintain Completed Operations coverage for five (5) years following final acceptance of the work performed under this contract.
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.

4. Umbrella or Excess Liability Insurance. The Contractor shall provide umbrella or excess liability (which is excess over employer's liability, general liability, and automobile liability) insurance as follows: \$5,000,000 per occurrence, including the District of Columbia as additional insured.
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.

The Contractor shall maintain this insurance for five (5) years following the District's final acceptance of the work performed under this contract.

6. Crime Insurance (3rd Party Indemnity). The Contractor shall provide a 3rd Party Crime policy to cover the dishonest acts of Contractor's employees which result in a loss to the District. The policy shall provide a limit of \$500,000 per occurrence. This coverage shall be endorsed to name the District of Columbia as joint-loss payee, as their interests may appear.
- 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.

I.9 EQUAL EMPLOYMENT OPPORTUNITY

In accordance with the District of Columbia Administrative Issuance System, Mayor's Order 85-85 dated June 10, 1985, the forms for completion of the Equal Employment Opportunity Information Report are incorporated herein as Section J.2.1. An award cannot be made to any offeror who has not satisfied the equal employment requirements.

I.10 ORDER OF PRECEDENCE

Any inconsistency in this solicitation shall be resolved by giving precedence in the following order: the Supplies or Services and Price/Cost Section (Section B), Specifications/Work Statement (Section C), the Special Contract Requirements (Section H), the Contract Clauses (Section I), and the SCP.

I.11 CONTRACTS IN EXCESS OF ONE MILLION DOLLARS

Any contract in excess of \$1,000,000 shall not be binding or give rise to any claim or demand against the District until approved by the Council of the District of Columbia and signed by the Contracting Officer.

I.12 PRE-AWARD APPROVAL

The award and enforceability of this contract is contingent upon approval of the Council of the District of Columbia, if applicable.

In accordance with D.C. Official Code §2-301.05a, the Mayor must submit to the Council for approval any contract action over one million dollars within a 12-month period.

I.12.1 In accordance with D.C. Official Code §2-301.05a and §1-204.51(c), the Council of the District of Columbia must approve award of any contract that has obligations that extend beyond the fiscal year for which appropriated.

I.13 CONTINUITY OF SERVICES

I.13.1 The Contractor recognizes that the services provided under this contract are vital to the District of Columbia and must be continued without interruption and that, upon contract expiration or termination, a successor, either the District or another Contractor, at the District's option, may continue to provide these services. To that end, the Contractor agrees to:

I.13.1.1 Furnish phase-out, phase-in (transition) training; and

I.13.1.2 Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

I.13.2 The Contractor shall, upon the Contracting Officer's written notice:

I.13.2.1 Furnish phase-in, phase-out services for up to 90 days after this contract expires and

I.13.2.2 Negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval.

I.13.3 The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

I.13.4 The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this

contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

I.13.5 Only in accordance with a modification issued by the Contracting Officer, the Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

SECTION J: LIST OF ATTACHMENTS

J.1 ATTACHMENT

J.1.1 Wage Determination No. 2005-2103, Revision No. 8, date of last revision: May 26, 2009

J.1.2 Living Wage Act Fact Sheet

J.2 INCORPORATED ATTACHMENTS *(The following forms, located at www.ocp.dc.gov shall be completed and submitted with the offer.)*

J.2.1 E.E.O. Information and Mayor's Order 85-85

J.2.2 Tax Certification Affidavit

J.2.3 First Source Employment Agreement

J.2.4 Cost/Price Data Package

APPENDICES

Appendix A – Document Management Assessment

Appendix B – Overview of ACEDS

Appendix C – Overview of Existing Filenet and Kofax Infrastructure

Appendix D – Desired Folder View of Case Data

Appendix E – Confidentiality Agreement

SECTION K: REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENT OF OFFERORS

K.1 AUTHORIZED NEGOTIATORS

The offeror represents that the following persons are authorized to negotiate on its behalf with the District in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators).

K.2 TYPE OF BUSINESS ORGANIZATION

K.2.1 The offeror, by checking the applicable box, represents that

(a) It operates as:

a corporation incorporated under the laws of the State of: _____
an individual,
a partnership,
a nonprofit organization, or
a joint venture.

(b) If the offeror is a foreign entity, it operates as:

an individual,
a joint venture, or
a corporation registered for business in
_____ (Country)

K.3 CERTIFICATION AS TO COMPLIANCE WITH EQUAL OPPORTUNITY OBLIGATIONS

Mayor's Order 85-85, "Compliance with Equal Opportunity Obligations in Contracts", dated June 10, 1985 and the Office of Human Rights' regulations, Chapter 11, "Equal Employment Opportunity Requirements in Contracts", promulgated August 15, 1986 (4 DCMR Chapter 11, 33 DCR 4952) are included as a part of this solicitation and require the following certification for contracts subject to the order. Failure to complete the certification may result in rejection of the offeror for a contract subject to the order. I hereby certify that I am fully aware of the content of the Mayor's Order 85-85 and the Office of Human Rights' regulations, Chapter 11, and agree to comply with them in performance of this contract.

Offeror _____ Date _____

Name _____ Title _____

Signature _____

Offeror ____ has ____ has not participated in a previous contract or subcontract subject to the Mayor's Order 85-85. Offeror ____ has ____ has not filed all required compliance reports, and representations indicating submission of required reports signed by proposed subofferors. (The above representations need not be submitted in connection with contracts or subcontracts which are exempt from the Mayor's Order.)

K.4 BUY AMERICAN CERTIFICATION

The offeror hereby certifies that each end product, except the end products listed below, is a domestic end product (See Clause 23 of the SCP, "Buy American Act"), and that components of unknown origin are considered to have been mined, produced, or manufactured outside the United States.

_____	EXCLUDED END PRODUCTS
_____	COUNTRY OF ORIGIN

K.5 DISTRICT EMPLOYEES NOT TO BENEFIT CERTIFICATION

Each offeror shall check one of the following:

_____ No person listed in Clause 13 of the SCP, "District Employees Not To Benefit" will benefit from this contract.

_____ The following person(s) listed in Clause 13 may benefit from this contract. For each person listed, attach the affidavit required by Clause 13 of the SCP.

K.6 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

(a) Each signature of the offeror is considered to be a certification by the signatory that:

- 1) The prices in this contract have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any offeror or competitor relating to:
 - (i) those prices
 - (ii) the intention to submit a contract, or
 - (iii) the methods or factors used to calculate the prices in the contract.

- 2) The prices in this contract have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before contract opening unless otherwise required by law; and
 - 3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit a contract for the purpose of restricting competition.
- (b) Each signature on the offer is considered to be a certification by the signatory that the signatory:
- 1) Is the person in the offeror's organization responsible for determining the prices being offered in this contract, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
 - 2) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above:

(insert full name of person(s) in the organization responsible for determining the prices offered in this Contract and the title of his or her position in the offeror's organization);

As an authorized agent, does certify that the principals named in subdivision (b)(2) have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

As an agent, has not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

- (c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K.7 TAX CERTIFICATION

Each offeror must submit with its offer, a sworn Tax Certification Affidavit, incorporated herein as Attachment J.2.2.

K.8 CERTIFICATION OF ENVIRONMENTALLY PREFERABLE PRODUCTS

- K.8.1** The Contractor, by accepting this contract, agrees to supply the District with environmentally preferable and effective products in compliance with the Office of

Contracting and Procurement specifications in support of its environmentally preferable purchasing (EPP) initiative.

K.8.2 The Contractor, by accepting this contract, agrees that its products and services do not contain any prohibited items, ingredients or components delineated in Section H.

K.8.3 The Contracting Officer may terminate this contract or take other appropriate actions if the Contractor fails to comply or provide adequate supporting documentation to substantiate compliance with the EPP attributes required under this contract.

Certification

I, _____ (name of certifier), as the officer or employee responsible for the performance of this contract, hereby certify that the deliverables associated with this contract meet the minimum EPP attributes outlined in the solicitation's specifications and _____'s bid or proposal.

Signature of Bidder or Offeror

Date

K.9 CERTIFICATION REGARDING A DRUG-FREE WORKPLACE (JULY 1990)

K.9.1 Definitions. As used in this provision:

K.9.1.1 Controlled substance: means a controlled substance in schedules I through V of Section 202 of the Controlled Substances Act (21 U.S.C. § 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

K.9.1.2 Conviction: means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

K.9.1.3 Criminal drug statute: means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession or use of any controlled substance.

K.9.1.4 Drug-free workplace: means the site(s) for the performance of work done by the Contractor in connection with a specific contract at which employees of the Contractor

are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

K.9.1.5 Employee: means an employee of a Contractor directly engaged in the performance of work under a District contract. “Directly engaged” is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

K.9.1.6 Individual: means an offeror/Contractor that has no more than one employee including the offeror/Contractor.

K.9.2 The Contractor, if other than an individual, shall within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration), or as soon as possible for contracts of less than 30 days performance duration:

- (1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor’s workplace and specifying the actions that will be taken against employees for violations of such prohibition;
- (2) Establish an ongoing drug-free awareness program to inform such employees about:
 - a. The dangers of drug abuse in the workplace;
 - b. The Contractor’s policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- (3) Provide all employees engaged in performance of the contract with a copy of the statement required by section K.10.2(1) of this clause;
- (4) Notify such employees in writing in the statement required by section K.10.2(1) of this clause that, as a condition of continued employment on this contract, the employee will:
 - a. Abide by the terms of the statement; and
 - b. Notify the employer in writing of the employee’s conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction.

- (5) Notify the Contracting Officer in writing within 10 days after receiving notice under section K.10.2(4)(b) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
- (6) Within 30 days after receiving notice under section K.10.2(4)(b) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:
 - a. Take appropriate personnel action against such employee, up to and including termination; or
 - b. Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
- (7) Make a good faith effort to maintain a drug-free workplace through implementation of section K.10.2(1) through K.10.2(6) of this clause.

K.9.3 The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.

K.9.4 In addition to other remedies available to the District, the Contractor's failure to comply with the requirements of sections K.10.2 or K.10.3 of this clause may render the Contractor subject to suspension of contract payments, termination of the contract for default, and suspension or debarment.

K.10 EMPLOYMENT AGREEMENT

By submission of its offer, the Offeror certifies and agrees that, for all offers over \$100,000, except for those in which the Offeror is located outside the Washington Metropolitan Area and will perform no work in the Washington Metropolitan Area (see Clause 28 of the Standard Contract Provisions), one of the primary goals of the District government is the creation of job opportunities for bona fide District residents. Accordingly, the Offeror agrees to pursue the District's following goals for utilization of bona fide residents of the District of Columbia with respect to this contract and in compliance with Mayor's Order 83-265: (1) at least 51% of all new jobs created as a result of this contract are to be performed by employees who are residents of the District of Columbia and (2) at least 51% of apprentices and trainees, if any, shall be residents of the District of Columbia registered in programs approved by the D.C. Apprenticeship Council. The Offeror also agrees to notify all perspective subContractors, prior to execution of any contractual agreements, that the subContractors shall implement the above requirements in their own employment

practices. The Offeror understands and will comply with the requirements of The Volunteer Apprenticeship Act of 1978, D.C. Code sec. 36-401 et seq., and the First Source Employment Agreement Act of 1984, D.C. Code sec. 1-1161 et seq.

The Offeror certifies that it shall enter into a First Source Employment Agreement with the District of Columbia Department of Employment Services (DOES). Under this First Source Employment Agreement, the Offeror will use DOES as the first source for recruitment and referral of any new employees. The Offeror shall negotiate the First Source Employment Agreement directly with DOES. Nothing in this certification or the First Source Employment Agreement shall be construed as requiring the Offeror to hire or train persons that it does not require for this contract, or that it does not consider qualified based on standards the Offeror applies to all job Offerors.

SECTION L: INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.1 CONTRACT AWARD

L.1.1 Most Advantageous to the District

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

L.1.2 Initial Offers

The District may award contracts 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.

L.2 PROPOSAL FORM, ORGANIZATION AND CONTENT

One original and four (4) copies of the written proposals shall be submitted in two parts, titled "Technical Proposal" and "Price Proposal". Proposals shall be typewritten in 12 point font size on 8.5" by 11" bond paper. Telephonic, telegraphic, and facsimile proposals will not be accepted. Each proposal shall be submitted in a sealed envelope conspicuously marked: "**Proposal in Response to Solicitation No. DCTO-2010-R-0036, Document Imaging and Management System.**"

Offerors are directed to the specific proposal evaluation criteria found in Section M of this solicitation, Evaluation Factors. The Offeror shall respond to each factor in a way that will allow the District to evaluate the Offeror's response. The Offeror shall submit information in a clear, concise, factual and logical manner providing a comprehensive description of program supplies and services delivery thereof. The information requested below for the technical proposal shall facilitate evaluation and best value source selection for all proposals. The technical proposal must contain sufficient detail to provide a clear and concise representation of the requirements in Section C.

L.2.1 Proposal Format

Offerors shall provide proposals in the following format:

	Section	Contents
1.	Executive Summary	Include the following: <ul style="list-style-type: none">• Primary contact for this procurement<ul style="list-style-type: none">○ Name, title, phone, email• Primary office location(s) for prime and any

		<p>subcontractor.</p> <ul style="list-style-type: none"> • Description of key background and experience that qualifies the prospective Contractor to be awarded this work. • State if you are bidding the DIMS Implementation, Conversion Services, or both. • Overview of approach to DIMS Implementation, including description of key milestones, resources, deliverables, and differentiators. • Overview of approach to Conversion Services, including description of conversion location, capture process, quality controls, shipping, and methodology.
2	Organization Background	<p>Provide detailed information about the Prime contractor and any subcontractors. Include the following:</p> <ul style="list-style-type: none"> • Number of years in business • Office locations • Number of employees • Principal ownership • Market focus, sample customers • Key personnel • Organization chart • 3 (or more) References
3	Proposed Solution – Conversion Services	<p>Provide a detailed plan for providing the conversion services. Include the following:</p> <ul style="list-style-type: none"> • Proposed location • Description of facility, to include capacity, security, fire protection, tracking system • Number and type of employees, including background checks • HIPAA compliance • Capture Process, including scanners, software, and methodology for indexing and quality control • Release process to provide index and images to DHS for upload to FileNet • Hosting process, description of user interface, security controls, overview of pricing model

4	Proposed Solution – DIMS Implementation Services	<p>Provide a detailed plan for providing the services to design, develop, and implement a FileNet/Kofax based application for DHS/IMA. Include the following, for each Phase:</p> <ul style="list-style-type: none"> • Methodology • Key personnel and roles, with resumes illustrating specific experience with FileNet and Kofax • Team organization chart • Key milestones • Test and Development Environment • Training Plan • Acceptance Test Plan
5	Services Implementation Work plan	<p>For DIMS and the Conversion, provide a Project Plan, in Gantt chart format, to include a timeline of detailed tasks, dependencies, key milestones, and resource allocation. Include a narrative demonstrating how you plan to execute the plan, critical success factors, risk and risk mitigation, and key deliverables.</p>
5	On-Going Support and Maintenance	<p>The Contractor must specify the nature, costs and conditions of any post-implementation support options</p>
6	Price Section	<p>Include pricing in the format illustrated in Section B.4. Included detailed backup and narrative for each pricing section. For example, break out design, implementation, testing, training, etc. to illustrate how the total price for services was calculated. For conversion services, break any separate costs for shipping, document prep, hosting, etc.</p>
7	Required Forms	<p>All required forms and certifications:</p> <ul style="list-style-type: none"> • Name, address, telephone number and federal tax identification number of offeror; • A copy of each District of Columbia license, registration or certification that the offeror is required by law to obtain. • Evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the contract. • Acknowledgement of amendments. • Incorporated Attachments from Section J2.

L.3 PROPOSAL SUBMISSION DATE AND TIME, AND LATE SUBMISSIONS, LATE MODIFICATIONS, WITHDRAWAL OR MODIFICATION OF PROPOSALS AND LATE PROPOSALS

L.3.1 Proposal Submission

Proposals must be submitted no later than 2:00pm local time, Monday, January 25, 2010. Proposals, modifications to proposals, or requests for withdrawals that are received in the designated District office after the exact local time specified above, are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

- (a) The proposal or modification was sent by registered or certified mail not later than the fifth (5th) day before the date specified for receipt of offers;
- (b) The proposal or modification was sent by mail and it is determined by the Contracting Officer that the late receipt at the location specified in the solicitation was caused by mishandling by the District, or
- (c) The proposal is the only proposal received.

L.3.2 Withdrawal or Modification of Proposals

An offeror may modify or withdraw its proposal upon written, telegraphic notice, or facsimile transmission if received at the location designated in the solicitation for submission of proposals, but not later than the closing date for receipt of proposals.

L.3.3 Postmarks

The only acceptable evidence to establish the date of a late proposal, late modification or late withdrawal sent either by registered or certified mail shall be a U.S. or Canadian Postal Service postmark on the wrapper or on the original receipt from the U.S. or Canadian Postal Service. If neither postmark shows a legible date, the proposal, modification or request for withdrawal shall be deemed to have been mailed late. When the postmark shows the date but not the hour, the time is presumed to be the last minute of the date shown. If no date is shown on the postmark, the proposal shall be considered late unless the offeror can furnish evidence from the postal authorities of timely mailing.

L.3.4 Late Modifications

A late modification of a successful proposal, which makes its terms more favorable to the District, shall be considered at any time it is received and may be accepted.

L.3.5 Late Proposals

A late proposal, late modification or late request for withdrawal of an offer that is not considered shall be held unopened, unless opened for identification, until after award and then retained with unsuccessful offers resulting from this solicitation.

L.4 EXPLANATION TO PROSPECTIVE OFFERORS

If a prospective offeror has any questions relative to this solicitation, the prospective offeror shall submit the question in writing to the contact person, identified on page one. The prospective offeror shall submit questions no later than ten (10) days prior to the closing date and time indicated for this solicitation. The District will not consider any questions received less than ten (10) days before the date set for submission of proposals. The District will furnish responses promptly to all other prospective offerors. An amendment to the solicitation will be issued if that information is necessary in submitting offers, or if the lack of it would be prejudicial to any other prospective offerors. Oral explanations or instructions given before the award of the contract will not be binding.

L.5 FAILURE TO SUBMIT OFFERS

Recipients of this solicitation not responding with an offer should not return this solicitation. Instead, they should advise the Contracting Officer, the Office of Contracting and Procurement, 441 4th Street, NW, Washington, D.C. 20001, by letter or postcard whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise the Contracting Officer, the Office of Contracting and Procurement of the reason for not submitting a proposal in response to this solicitation. If a recipient does not submit an offer and does not notify the Contracting Officer, the Office of Contracting and Procurement that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

L.6 RESTRICTION ON DISCLOSURE AND USE OF DATA

L.6.1 Offerors who include in their proposal data that they do not want disclosed to the public or used by the District except for use in the procurement process shall mark the title page with the following legend:

"This proposal includes data that shall not be disclosed outside the District and shall not be duplicated, used or disclosed in whole or in part for any purpose except for use in the procurement process.

If, however, a contract is awarded to this offeror as a result of or in connection with the submission of this data, the District will have the right to duplicate, use, or disclose the data to the extent consistent with the District's needs in the procurement process. This restriction does not limit the District's rights to use, without restriction, information contained in this proposal if it is obtained from another source. The data subject to this restriction are contained in sheets (insert page numbers or other identification of sheets)."

L.6.2 Mark each sheet of data it wishes to restrict with the following legend:

“Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.”

L.7 PROPOSALS WITH OPTION YEARS

The offeror shall include option year prices in its price/cost proposal. An offer may be determined to be unacceptable if it fails to include option year pricing.

L.8 PROPOSAL PROTESTS

Any actual or prospective offeror or Contractor, who is aggrieved in connection with the solicitation or award of a contract, must file with the D.C. Contract Appeals Board (Board) a protest no later than 10 business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation which are apparent at the time set for receipt of initial proposals shall be filed with the Board prior to the time set for receipt of initial proposals. In procurements in which proposals are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested no later than the next closing time for receipt of proposals following the incorporation. The protest shall be filed in writing, with the Contract Appeals Board, 717 14th Street, N.W., Suite 430, Washington, D.C. 20004. The aggrieved person shall also mail a copy of the protest to the Contracting Officer for the solicitation.

L.9 SIGNING OF OFFERS

The offeror shall sign the offer and print or type its name on the Solicitation, Offer and Award form of this solicitation. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the Contracting Officer.

L.10 UNNECESSARILY ELABORATE PROPOSALS

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to this solicitation are not desired and may be construed as an indication of the offeror's lack of cost consciousness. Elaborate artwork, expensive paper and bindings, and expensive visual and other presentation aids are neither necessary nor desired.

L.11 RETENTION OF PROPOSALS

All proposal documents will be the property of the District and retained by the District, and therefore will not be returned to the offerors.

L.12 PROPOSAL COSTS

The District is not liable for any costs incurred by the offerors in submitting proposals in response to this solicitation.

L.13 ELECTRONIC COPY OF PROPOSALS FOR FREEDOM OF INFORMATION ACT REQUESTS

In addition to other proposal submission requirements, the offeror must submit an electronic copy of its proposal, redacted in accordance with any applicable exemptions from disclosure in D.C. Official Code § 2-534, in order for the District to comply with Section 2-536(b) that requires the District to make available electronically copies of records that must be made public. The District's policy is to release documents relating to District proposals following award of the contract, subject to applicable FOIA exemption under Section 2-534(a)(1).

L.14 CERTIFICATES OF INSURANCE

The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in Section I.8 prior to commencing work. Evidence of insurance shall be submitted to:

Kenneth Morrow
Contracting Officer
Information Technology Group
Office of Contracting and Procurement
441 – 4th Street, N.W., Suite 700 South
Washington, DC 20001
202/724-3959
Email: Kenneth.morrow@dc.gov

L.15 ACKNOWLEDGMENT OF AMENDMENTS

The offeror shall acknowledge receipt of any amendment to this solicitation (a) by signing and returning the amendment; (b) by identifying the amendment number and date in the space provided for this purpose in Section A, Solicitation, Offer and Award form; or (c) by letter or telegram including mailgrams. The District must receive the acknowledgment by the date and time specified for receipt of offers. Offerors' failure to acknowledge an amendment may result in rejection of the offer.

L.16 BEST AND FINAL OFFERS

If, subsequent to receiving original proposals, negotiations are conducted, all offerors within the competitive range will be so notified and will be provided an opportunity to submit written best and final offers 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, no discussions will be reopened unless the Contracting Officer 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 Contracting Officer shall issue an additional request for best and final offers to all offerors still within the competitive range.

L.17 LEGAL STATUS OF OFFEROR

Each proposal must provide the following information:

L.17.1 Name, address, telephone number and federal tax identification number of offeror;

L.17.2 A copy of each District of Columbia license, registration or certification that the offeror is required by law to obtain. This mandate also requires the offeror to provide a copy of the executed "Clean Hands Certification" that is referenced in D.C. Official Code §47-2862 (2001), if the offeror is required by law to make such certification. If the offeror is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the offer shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and

L.17.3 If the offeror is a partnership or joint venture, the names and addresses of the general partners or individual members of the joint venture, and copies of any joint venture or teaming agreements.

L.18 FAMILIARIZATION WITH CONDITIONS

Offerors shall thoroughly familiarize themselves with the terms and conditions of this solicitation, acquainting themselves with all available information regarding difficulties which may be encountered, and the conditions under which the work is to be accomplished. Contractors will not be relieved from assuming all responsibility for properly estimating the difficulties and the cost of performing the services required herein due to their failure to investigate the conditions or to become acquainted with all information, schedules and liability concerning the services to be performed.

L.19 STANDARDS OF RESPONSIBILITY

The prospective Contractor must demonstrate to the satisfaction of the District the capability in all respects to perform fully the contract requirements; therefore, the prospective Contractor must submit the documentation listed below, within five (5) days of the request by the District.

L.19.1 Evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the contract.

- L.19.2** Evidence of the ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.
- L.19.3** Evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them.
- L.19.4** Evidence of compliance with the applicable District licensing and tax laws and regulations.
- L.19.5** Evidence of a satisfactory performance record, record of integrity and business ethics.
- L.19.6** Evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them.
- L.19.7** Evidence of other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations
- L.19.8** If the prospective Contractor fails to supply the information requested, the Contracting Officer shall make the determination of responsibility or nonresponsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the Contracting Officer shall determine the prospective Contractor to be nonresponsible.

L.20 PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held at 10:00 a.m. on Tuesday, January 19, 2010, at the Office of Contracting and Procurement Public Safety Conference Room, 441 4th Street, NW, Suite 700 South, Washington, D.C. 20001. Prospective offerors will be given an opportunity to ask questions regarding this solicitation at the conference. The purpose of the conference is to provide a structured and formal opportunity for the District to accept questions from offerors on the solicitation document as well as to clarify the contents of the solicitation. Attending offerors must complete the pre-proposal conference Attendance Roster at the conference so that their attendance can be properly recorded.

Impromptu questions will be permitted and spontaneous answers will be provided at the District's discretion. Verbal answers given at the pre-proposal conference are only intended for general discussion and do not represent the Department's final position. All oral questions must be submitted in writing following the close of the pre-proposal conference but no later than five working days after the pre-proposal conference in order to generate an official answer. Official answers will be provided in writing to all prospective offerors who are listed on the official offerors' list as having received a copy of the solicitation. Answers will be posted on the OCP website at www.ocp.dc.gov.

L.21 HAND DELIVERY OR MAILING OF PROPOSAL

Office of Contracting and Procurement
Bid Room
441 4th Street, NW, Suite 700 South
Washington, D.C. 20001

SECTION M - EVALUATION FACTORS

M.1 EVALUATION FOR AWARD

The contract 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.

M.2 TECHNICAL RATING

The 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 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.

For example, if a sub factor has a point evaluation of 0 to 6 points, and (using the Technical Rating Scale) the District evaluates as "good" the part of the proposal applicable to the sub factor, the score for the sub factor is 4.8 (4/5 of 6). The sub factor scores will be added together to determine the score for the factor level.

M.3 EVALUATION STANDARDS

The Government proposal evaluation team shall evaluate proposals from Offerors. This team will select the awardee of this contract by making a business decision that places

significantly more emphasis on the technical aspects of the submitted proposals than on price.

Numerical scoring will be used to organize proposal elements under evaluation, but the final selection will be based on the business judgment of the evaluation team, selecting the firm that offers the best balance of price and technical attributes.

Based upon the evaluation criteria described herein, the Government proposal evaluation team will select the prospective awardee that represents the best value for the Government. If the price proposal of the prospective awardee firm is acceptable to the District, the District will award this work to said firm. If the price proposal of the prospective awardee firm is unacceptable to the District and/or requires clarification to achieve acceptability, the District will negotiate any or all elements of the prospective awardee firm's proposal. If such negotiations are satisfactory to the District, the District will award the work to the prospective awardee at the negotiated and/or clarified price. If such negotiations are unsatisfactory to the District, the District will terminate negotiations with the prospective awardee and commence negotiations with the second-rated prospective awardee, if any.

The District reserves the right to reject any or all proposals determined to be inadequate or unacceptable or other reasons determined to be in the best interest of the District. The District may make an award on the basis of initial individual proposals received without discussion or oral interviews. Therefore, each proposal should contain the Offeror's best terms. The District may select a "competitive range" of Offerors by eliminating Offerors whose proposals the District does not find susceptible to being made acceptable. The District may also negotiate with individual Offerors and request clarification and revision of individual proposals. The District may hold discussions with and request oral presentations from those firms determined to be in the competitive range and may use the information derived from such presentations, if any, in the evaluation preceding selection of awardee.

M. 4 EVALUATION CRITERIA

Proposals will be evaluated based on the following technical evaluation factors listed in descending order of importance.

M.4A DIMS Development

M.4A.1 TECHNICAL CRITERIA (Total 75 Points)

Technical Evaluation Criteria: In summary, technical evaluation factors for this contract are used to measure whether an Offeror (a) has "done it before" (i.e. provided the type and quantity of goods and services described in this solicitation), (b) has "done it well" (i.e. past performance as measured by reference checking), and (c) is proposing the specific people, systems and services that have allowed Offeror to perform well in the past. Evaluators will downgrade Offerors who provide references for personnel and goods and services that the Offerors do not propose to deliver for the resultant contract, and evaluators will raise the scores of Offerors who propose to deliver the specific people

and goods and services that have allowed Offeror to perform well on pertinent goods and services in the past. Offeror is encouraged to apply this three-part test to all of the following technical performance criteria, for all of the types of services and personnel Offeror proposes under this contract.

Description: These factors consider the Offeror's past performance, experience and key personnel used in performing services similar to the required services as described in Section C. These factors include an examination of the quality of services provided, timeliness in service delivery, business practices, and overall satisfaction with the Offeror's performance

The standard is met when:

- a) The Offeror provides 3 letters of reference from three (3) contracts in which the Offeror has performed similar work in the past five (5) years. Work is similar, if the function, responsibilities, and duties of the Offeror are essentially the same as the required services described in C.3.; and
- b) The Offeror provides a list of three (3) previous contracts for which the Offeror provided identical and similar work within the last five years other than those clients which are providing reference letters as requested above. Include the Name of Company, Title and Description of the Project, Contract Number, Dollar Amount, and Period of Performance, Name of the Contact Person, and Title, and Telephone Number and email address, and a copy of the performance evaluation review conducted by the customer.
- c) The Offeror shall identify Key Personnel in its proposal. The Head of the Contractor's Team shall have experience in performing similar services. Evidence of certification must be provided with the proposal.

M.4A.1.1 Factor A – Past Performance (25 Points)

M.4A.1.1.1 Evaluation of past performance and experience allows the District to assess the prime Contractor's ability to perform and relevance of the work performed.

M.4A.1.1.2 Past Performance: This factor considers the extent of the Offeror's past performance within the last 10 years, in achieving a high degree of customer satisfaction. Evaluation of this factor will be based on previous Clients' assessment of the quantity and quality of Offeror's performance on projects of comparable size, highly technical nature, and complexity. The currency and relevance of the information, source of information, context of the data, and general trends in Contractor's performance shall be considered.

M.4A.1.2 Factor B – Experience of Prime Contractor (25 Points)

M.4A.1.2.1 This evaluation factor considers the extent of the "corporate" (i.e. organizational) experience of Offeror itself within the last ten (10) years in successfully delivering projects of comparable scope, size/duration, client type, requirements and complexity to this contract. The District intends to source all services and

deliverables described herein from a single Contractor; therefore Offerors that can demonstrate in-house capability for all of the services described herein will receive a more favorable rating than Offerors that propose a multi-company approach, especially one where the personnel do not have demonstrated experience of working together successfully. However, Offerors do not have to provide all of the personnel and services from a single firm or company for their proposals to merit consideration.

M.4A.1.3 Factor C – Key Personnel, Skills, and Qualifications (25 Points)

M.4A.1.3.1 This evaluation factor considers the education, experience, knowledge, past performance, necessary skills and expertise of the key personnel directly assigned to the project.

M.4A.2 PRICE CRITERIA (Total 25 Points)

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:

$$\frac{\text{Lowest price proposal}}{\text{Price of proposal being evaluated}} \times 25 = \text{Evaluated price score}$$

M.4.A.3 PREFERENCE (Up to 12 Points for each section)

M.4.A.4 TOTAL (Maximum 112 Points)

M.4B Document Scanning

M.4B.1 TECHNICAL CRITERIA (Total 70 Points)

Factor: Capabilities (40 points)

Description: This factor considers the offeror's demonstrated ability to comply with the required level of service; experience and technical skills.

Factor: Past Performance (30 points)

Description: This factor considers the offeror's past performance in performing services similar to the required services as described in Section C.3B of this Solicitation. This factor includes an examination of the quality of services provided, timeliness in service delivery, business practices, and overall satisfaction with the offeror's performance

M.4B.2 Price Criteria 30 Points

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

$$\frac{\text{Lowest Bid Price}}{\text{Bid Price Being Evaluated}} \times 30 = \text{Evaluated Price Score}$$

M.4.B.3 PREFERENCE (Up to 12 Points for each section)

M.4.B.4 TOTAL (Maximum 112 Points)

M.5 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.

M.6 CLAUSE APPLICABLE TO ALL OPEN MARKET SOLICITATIONS (SUPPLIES AND SERVICES)

Preferences for Certified Business Enterprises Under the provisions of the "Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005", as amended, D.C. Official Code § 2-218.01 *et seq.* (the Act), the District shall apply preferences in evaluating proposals from businesses that are small, local, disadvantaged, resident-owned, longtime resident, or local with a principal office located in an enterprise zone of the District of Columbia.

M.6.1 Subcontracting Requirements

If the prime contractor subcontracts any portion of the work under this contract, the prime contractor shall meet the following subcontracting requirements:

M.6.1.1 At least 35% of the dollar volume shall be subcontracted to certified small business enterprises; provided, however, that the costs of materials, goods and supplies shall not be counted towards the 35% subcontracting requirement unless such materials, goods and supplies are purchased from certified small business enterprises; or

M.6.1.2 If there are insufficient qualified small business enterprises to completely fulfill the requirement of paragraph M.6.1.1, then the subcontracting may be satisfied by

subcontracting 35% of the dollar volume to any certified business enterprises; provided, however, that all reasonable efforts shall be made to ensure that qualified small business enterprises are significant participants in the overall subcontracting work.

M.6.2 Application of Preferences

For evaluation purposes, the allowable preferences under the Act for this procurement shall be applicable to prime contractors as follows:

- M.6.2.1** Any prime contractor that is a small business enterprise (SBE) certified by the Small and Local Business Opportunity Commission (SLBOC) or the Department of Small and Local Business Development (DSLBD), as applicable, will receive the addition of three points on a 100-point scale added to the overall score for proposals submitted by the SBE in response to this Request for Proposals (RFP).
- M.6.2.2** Any prime contractor that is a resident-owned business (ROB) certified by the SLBOC or the DSLBD, as applicable, will receive the addition of five points on a 100-point scale added to the overall score for proposals submitted by the ROB in response to this RFP.
- M.6.2.3** Any prime contractor that is a longtime resident business (LRB) certified by the SLBOC or the DSLBD, as applicable, will receive the addition of ten points on a 100-point scale added to the overall score for proposals submitted by the LRB in response to this RFP.
- M.6.2.4** Any prime contractor that is a local business enterprise (LBE) certified by the SLBOC or the DSLBD, as applicable, will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the LBE in response to this RFP.
- M.6.2.5** Any prime contractor that is a local business enterprise with its principal offices located in an enterprise zone (DZE) certified by the SLBOC or the DSLBD, as applicable, will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DZE in response to this RFP.
- M.6.2.6** Any prime contractor that is a disadvantaged business enterprise (DBE) certified by the SLBOC or the DSLBD, as applicable, will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DBE in response to this RFP.

M.6.3 Maximum Preference Awarded

Notwithstanding the availability of the preceding preferences, the maximum total preference to which a certified business enterprise is entitled under the Act for this procurement is the equivalent of twelve (12) points on a 100-point scale for proposals submitted in response to this RFP. There will be no preference awarded for subcontracting by the prime contractor with certified business enterprises.

M.6.4 Preferences for Certified Joint Ventures

When the SLBOC or the DSLBD, as applicable, certifies a joint venture, the certified joint venture will receive preferences as a prime contractor for categories in which the joint venture and the certified joint venture partner are certified, subject to the maximum preference limitation set forth in the preceding paragraph.

M.6.5 Vendor Submission for Preferences

M.6.5.1 Any vendor seeking to receive preferences on this solicitation must submit at the time of, and as part of its proposal, the following documentation, as applicable to the preference being sought:

M.6.5.1.1 Evidence of the vendor's or joint venture's certification by the SLBOC as an SBE, LBE, DBE, DZE, LRB or ROB, to include a copy of all relevant letters of certification from the SLBOC; or

M.6.5.1.2 Evidence of the vendor's or joint venture's provisional certification by the DSLBD as an SBE, LBE, DBE, DZE, LRB or ROB, to include a copy of the provisional certification from the DSLBD.

M.6.5.2 Any vendor seeking certification or provisional certification in order to receive preferences under this solicitation should contact the:

Department of Small and Local Business Development
ATTN: CBE Certification Program
441 Fourth Street, NW, Suite 970N
Washington DC 20001

M.6.5.3 All vendors are encouraged to contact the DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

M.6.6 Subcontracting Plan

If the prime contractor intends to subcontract at least 35% of the dollar volume of this contract in accordance with the provisions of Section M.6.1, the prime contractor responding to this solicitation shall be required to submit with its proposal, a notarized statement detailing its subcontracting plan. Proposals responding to this RFP shall be deemed nonresponsive and shall be rejected if the offeror intends to subcontract in accordance with the provisions of Section M.6.1, but fails to submit a subcontracting

plan with its proposal. Once the plan is approved by the contracting officer, changes to the plan will only occur with the prior written approval of the contracting officer and the Director of DSLBD. Each subcontracting plan shall include the following:

- M.6.6.1** A description of the goods and services to be provided by SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;
- M.6.6.2** A statement of the dollar value of the proposal that pertains to the subcontracts to be performed by the SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;
- M.6.6.3** The names and addresses of all proposed subcontractors who are SBEs or, if insufficient SBEs are available, who are certified business enterprises;
- M.6.6.4** The name of the individual employed by the prime contractor who will administer the subcontracting plan, and a description of the duties of the individual;
- M.6.6.5** A description of the efforts the prime contractor will make to ensure that SBEs, or, if insufficient SBEs are available, that certified business enterprises will have an equitable opportunity to compete for subcontracts;
- M.6.6.6** In all subcontracts that offer further subcontracting opportunities, assurances that the prime contractor will include a statement, approved by the contracting officer, that the subcontractor will adopt a subcontracting plan similar to the subcontracting plan required by the contract;
- M.6.6.7** Assurances that the prime contractor will cooperate in any studies or surveys that may be required by the contracting officer, and submit periodic reports, as requested by the contracting officer, to allow the District to determine the extent of compliance by the prime contractor with the subcontracting plan;
- M.6.6.8** A list of the type of records the prime contractor will maintain to demonstrate procedures adopted to comply with the requirements set forth in the subcontracting plan, and assurances that the prime contractor will make such records available for review upon the District's request; and
- M.6.6.9** A description of the prime contractor's recent effort to locate SBEs or, if insufficient SBEs are available, certified business enterprises and to award subcontracts to them.

M.6.7 Compliance Reports

By the 21st of every month following the execution of the contract, the prime contractor shall submit to the contracting officer and the Director of DSLBD a compliance report detailing the contractor's compliance, for the preceding month, with the subcontracting

requirements of the contract. The monthly compliance report shall include the following information:

- M.6.7.1** The dollar amount of the contract or procurement;
- M.6.7.2** A brief description of the goods procured or the services contracted for;
- M.6.7.3** The name and address of the business enterprise from which the goods were procured or services contracted;
- M.6.7.4** Whether the subcontractors to the contract are currently certified business enterprises;
- M.6.7.5** The dollar percentage of the contract or procurement awarded to SBEs, or if insufficient SBEs, to other certified business enterprises;
- M.6.7.6** A description of the activities the contractor engaged in, in order to achieve the subcontracting requirements set forth in Section M.6.1; and
- M.6.7.7** A description of any changes to the activities the contractor intends to make by the next month to achieve the requirements set forth in Section M.6.1.

M.6.8 Enforcement and Penalties for Breach of Subcontracting Plan

- M.6.8.1** If during the performance of this contract, the contractor fails to comply with the subcontracting plan submitted in accordance with the requirements of this contract, and as approved by the contracting officer and the Director of DSLBD, and the contracting officer determines the contractor's failure to be a material breach of the contract, the contracting officer shall have cause to terminate the contract under the default clause of the Standard Contract Provisions.
- M.6.8.2** In addition, the willful breach by a contractor of a subcontracting plan for utilization of certified business enterprises in the performance of a contract, the failure to submit any required subcontracting plan monitoring or compliance report, or the deliberate submission of falsified data may be enforced by the DSLBD through the imposition of penalties, including monetary fines of \$15,000 or 5% of the total amount of the work that the contractor was to subcontract to certified business enterprises, whichever is greater, for each such breach, failure, or falsified submission.

M.7 EVALUATION OF PROMPT PAYMENT DISCOUNT

- M.7.1** Prompt payment discounts shall not be considered in the evaluation of offers. However, any discount offered will form a part of the award and will be taken by the District if payment is made within the discount period specified by the offeror.

M.7.2 In connection with any discount offered, time will be computed from the date of delivery of the supplies to carrier when delivery and acceptance are at point of origin, or from date of delivery at destination when delivery, installation and acceptance are at that, or from the date correct invoice or voucher is received in the office specified by the District, if the latter date is later than date of delivery. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the District check.

APPENDIX A

Document Management Assessment

DHS engaged the services of a consultant team to perform a needs assessment for this project. Below are the relevant portions of the consultant's report.

This information is based largely on the interviews with stakeholders at each of the seven Service Centers as well as the Closed Files Center. All in all, our staff spoke to 40 stakeholders, which included SSR's, SSA's, supervisors, Service Center Managers, Information Technology Managers, and Business Process Managers, as well as DHS/IMA Senior Officials.

Some of the highlights of our findings include:

1. Locating a Customer's Case File - The biggest barrier to providing timely customer service is access to critical customer documents when needed. SSR's, SSA's and management staff all agreed that physically locating a customer file generally fell into three distinct categories:



- a. File is in the same Service Center as the SSR/SSA, is listed in the master inventory, and is retrieved within 5-10 minutes. Target information is reviewed with the results entered in ACEDS. Service is provided, and the file is placed back in its proper place in the records area.
- b. File is in the same Service Center as the SSR/SSA, is listed in the master inventory, and is retrieved within 1-4 hours, if at all. During this time, customers may call repeatedly to obtain the status of their eligibility. Service is provided (eventually)

and the file may or may not make it back to its proper place in the records area.

- c. File is not in the same Service Center as the SSR/SSA and a request is made through management channels to have the physical file transferred from one Service Center to the SSR/SSA's service center. This normally takes 1-3 days, if the file arrives at all. The inefficiency in this process results in poor customer service and extreme frustration to the SSR's.

With a case load averaging between 500 and 1,000 per SSR, any delay in accessing the files can lead to a deterioration of the level of service to the customer. Other customers are also impacted by the SSR/SSA being distracted by having to search for the lost file.

2. Master Inventories for Each Service Center are Grossly Inaccurate – each service center manager agreed that their respective master inventory is only 85-90% accurate due to the inadequacies of the current system. With an estimated volume of 104,000 active cases currently in the DHS system, that equals between 10,400 and 15,600 cases that are not 100% accurate. This can lead to mishandling of files, inaccurate reporting, and misplaced or lost files.
3. Majority of Case Work is Largely Manual – physical inspection of the files as well as stakeholder interviews has determined that a large portion of this case work is still a balance between entering information into ACEDS, filling out paperwork/forms with the customer, acquiring a customer signature, copying customer's critical data and then manually filling the information in a paper archive. The transition from paper to electronic has already started with the migration of the narrative from hand-written to ACEDS but the balance of the case work still is done by hand. Any improvements to the process to provide electronic access to critical customer documents will be invaluable to the SSR's and SSA's.
4. Different Centers Handle Different Cases – there are separate and distinct teams to handle the various types of case files – TANF, Food Stamps, and Medicaid. Each different division uses similar forms but arranges the files differently. This works well for the SSR/SSA handling that specific case type but doesn't provide a common case file structure and process across Service Centers.
5. No Records Management Plan – Files are simply hand labeled with a Last Name, First Name, and Case Number – all handwritten. A system for check-in, check-out, and audit control for case files is inconsistent. Case files for the same customer can exist at multiple Service Centers creating redundant content and wasted space.
6. Increased Risk of Lawsuits – All seven service center managers indicated that their master inventories were not accurate indicating that thousands of files could be missing. Almost all of the Service Centers have open cubicles with stacks of papers/case files that could easily be stolen, copied and/or accessed by anyone and used for potentially illegal purposes.
7. Overall Business Process is Inefficient – SSR's and SSA's have indicated that they average between 50 and 75% inefficiency in their daily activities while handling

between 500 and 1000 cases a month. This translates to poor customer service, longer customer wait times, lost and/or inaccurate case files, multiple phone calls from angry customers, and poor workplace morale.

Summary of Recommendations

Below are the recommendations our consultants have concluded from their analysis:

- Design, develop and install a new enterprise platform for document, records, and content management that can better support the mission of DHS as well as the overall mission of the District of Columbia to reduce or eliminate paper. This solution also closes the gaps in current functionality, mitigates risk, and reduces costs, and regains valuable space. The application design team should work with DHS-IMA technology team to ensure compatibility with other Case Management tools. The integrated COTS solution would need to be in place and tested by the end of March, in order to begin scanning by April 1, 2009.
- Centralize scanning, indexing, and quality control review operations into one Service Center location to leverage staff expertise, minimize needed equipment, make use of best practices, and reduce costs.

Our recommendation is to use the Closed File Center located at 33 N Street, NE, Washington, DC 20002, to handle the initial back-file volume from the Northeast and Eckington facilities as well as any future large-scale conversion requirements.

The Closed Files Center is located approximately 50 feet from the Eckington facility, which has already done a good job of prepping their files for scanning.

This approach mitigates the risk of exposing personal information as well as meets the requirements of HIPAA since the recommended solution resides within a secure DHS environment without outside network access.

Furthermore, the contractors "Conversion Equipment" will not be transported from Service Center to Service Center, further mitigating the risk of data loss or theft.

- Engage DHS staff to prep the case files, beginning with the Northeast facility followed by the Eckington facility.
 - Include an electronic master inventory list in excel format
 - Prep the case files using first generation printed copies of the separator sheets as supplied by the contractor.

- Place the case files boxes. Included in each box will be a written manifest including the case number, along with the case number, last name and first name of each case file contained in the box.
 - Begin building up a prepped box inventory based on the desired throughput for the backfile conversion (see Backfile Conversion Model)
- Design a conversion plan to include the balance of the Service Centers, beginning with the smallest remaining document collection and moving on through to the H Street Service Center as the final Service Center to be processed.

BACKFILE CONVERSION MODEL

- Based on converting 1 million pages over 3 months
 - 1,000,000 pages/60 working days = 17,000 pages converted/day

Doc Prep	Scan/Rescan	Index/Validation	Processing/Rendering	QC	Project Management
					
1,000,000 pages over 40 days = 25,000 pages/day 1300 pages/person = 20 people working 8 hrs/day	This configuration gives us a 24,000 pages/day capacity				

Unit cost = \$0.45/image
 Document Prep Rate = \$38.00/hr

- Establish a day-forward solution at two locations within each Service Center. It is our recommendation that these be located at the Front Desk/Reception area and the Mailroom.
 - Front Desk/Reception – this system will integrate with ACEDS and operate as a separate application.
 - ID Updates - As current customers arrive, the receptionist can look them up in ACEDS. The resulting Client ID and Case Number can be entered into the ECM application to access the case file. The receptionist can then view the most

current photo ID. A new ID can be requested if the old one is not satisfactory. It can then be scanned and added to the ECM repository immediately. By the time the customer meets with the SSR/SSA, the ID will be available for viewing (provided the ACEDS update is real-time). If at a later date, the customer requests a copy of this ID, a high quality copy is now available which can be fulfilled by the receptionist, SSA, SSR, supervisor or available support staff.

- Current Customer File Updates – customers can give the receptionist the requested documents who can scan and add images to the customer’s file as well as place the electronic image in the appropriate “document type”. If DHS/IMA senior management is unsure as to whether this person can handle this type of transaction, all scans can be routed to a Senior Manager/SSA, or authorized support staff for review, revision and/or approval.
- Drop Offs – customers currently stop by a Service Center to drop off information for an appointment at a later date. The information will follow the same path of customer validation, scan, and document type. If required, the completed package can be routed to a Senior Manager/SSA, or authorized support staff for review, revision and/or approval. If ACEDS has not created a Client ID and/or Case Number for this individual, the documents can still be scanned and a new workflow will be initiated. Once the appropriate information populates the ECM solution, the documents can be indexed accordingly.
- New Applications – as new applicants arrive in the Service Centers, the receptionist will continue the current process. The SSR/SSA will perform the interview in the normal process and use ACEDS to assign a case number. This is written on the jacket of the case file along with the last name and first name. The folder is then dropped off at the reception desk for scanning and indexing. If the ACEDS system can be designed to dynamically update the ECM solution, the receptionist can then immediately scan, index and store the documents in the customer’s file. If the decision is made to have the ACEDS database update the ECM solution overnight, the scanning process will need to take place the following day. DHS-IT will need to work through this business process and then incorporate this solution into the new ECM solution.
- Mailroom – as new faxes and mail arrives from current customers, the mailroom operator will scan and index the documents into the appropriate customer file. That content will flow into an ECM workflow queue called “FIFO”, or First In First Out. This workflow will allow supervisors to view the content and approve the decisions made by the mailroom operator. Normally these workflow queues are assigned to a number of supervisors. As a new file appears in the queue, all supervisors in the queue will be notified. The first available supervisor will open the queue, approve and/or modify and approve the decisions made by the mailroom operator. Shortly thereafter, it will be available to the SSR team.

- Incorporate the following document and sub-document types into the indexing structure to provide more specific day-forward searches and dynamic linking between the new case management tool and the ECM solution:
 1. Photo ID
 - A. Drivers ID
 - B. Non-Drivers ID
 - C. DHS Food Stamp ID
 2. Applications/Recerts/Midcerts
 - A. Generic Application
 - B. Generic Recertification
 - C. Medical Assistance Recertification
 - D. FS Mid-Cert
 3. Narrative
 - A. Online Narrative
 - B. Manual Narrative (Typed or Handwritten)
 4. Forms
 - A. Voter's Registration
 - B. Authorization to Release Information
 - C. FS Expedite
 - D. Request For a Hearing
 - E. Vital Record Request
 5. Verifications
 - A. Bank Statement
 - B. Health Insurance Card
 - C. Letter from Unrelated Persons
 - D. Letter from Landlord
 - E. Utility Bills
 6. Income (Earned and Unearned)
 - A. Pay Stubs
 - B. Employment Verification Form
 - C. Award Letter from Social Security
 - D. Award Letter from Unemployment
 - E. Child Support Verification
 7. Referrals
 - A. Medical Review Team Referral
 - B. Information Job Exchange
 - C. Job Club Referral
 - D. TANF Preliminary Assessment
 8. Vital Records
 - A. Birth Certificate
 - B. Other Citizenship Verification Document
 - C. SSN Card
 9. Supervisory Checklist/Case Reviews/Investigations, Etc.
 - A. Supervisory Checklist
 - B. Case Review Form

C. Request for Investigation

10. Other General

A. Court Order

B. Legal Name Change Document

- Design a training program to introduce SSR's, SSA's, supervisors and support staff to the new ECM application. Provide a full day of hands-training for each service location. Include the follow-on training information in a tab on the ECM dashboard.
- Postpone any implementation of a new case management tool until this ECM solution has been design, integrated, tested, and rolled out to Service Centers. This will maximize IT resources dedicated to this project.
- Ensure that DHS-IT has the capital resources to move forward immediately with the application design, purchase of the appropriate hardware/software, and professional services.
- Provide assistance in the development of a comprehensive records management plan that focuses on DHS/IMA regulatory requirements. The ECM tool can be customized at a later date to include a variety of retention periods based on file types.

Current Operations (Interview Details)

This section presents the information obtained during their on-site interviews. More than 40 DHS stakeholders provided the information as outlined in this section.

Overview

The assessment focused on performing an onsite document assessment for each of the seven service centers, as well as the Closed Files Center. A secondary objective was to design a Commercial-Off-The-Shelf (COTS) ECM tool to house the electronic records to meet the needs of DHS. Our third objective was to incorporate all of the information gathered in the assessment to ensure that two specific objectives as defined by Mr. Clarence Carter in our kickoff meeting are met:

- Design a system that is not defined by space or geography
- Design a system that when complete, the most challenging worker must be able to use without assistance.

During the course of two weeks, our consultants interviewed over 40 stakeholders in each of the seven Service Centers, as well as the Closed File Center. Each was asked a series of questions designed to elicit conversation and interaction.

QUESTION - How many paper records need to be converted at each Service Center?

1. The Income Maintenance Administration (H Street) – 5,647,500 pages
2. The Eckington Service Center – 1,687,500 pages
3. The Taylor Street Service Center – 2,677,500 pages
4. North East Service Center – 1,305,000 pages
5. Anacostia Service Center – 1,507,500 pages
6. Congress Heights Service Center – 2,137,500 pages
7. Fort Davis Service Center – 1,687,500 pages
8. Closed File Center – 5,850,000 pages

Formula used for volume calculations:

- Each standard file cabinet averaged five drawers with each drawer being 36 inches wide.
- Each drawer was multiplied by 166 pages per inch* (less 25% for file folders and remaining space in the drawer). The result was 125 pages per inch. This figure was multiplied by the number of drawers in each Service Center to arrive at the total volume of pages per Service Center.

* This comes from the Certified Document Imaging Architect (CDIA) guidance for calculating page volumes.

QUESTION - Where are those records located?

Primary storage area – each Service Center has a single central file room or two file rooms combined with a series of cabinets located in and along hallways throughout the working area.

Desktops (counselor working file) – Most centers had “loose” documents that were not contained within the file cabinets. Files are stored in empty cubicles and stacked on desks as well as on the floor, in boxes, under desks, etc. It also included files in and around the desks of SSR’s, SSA’s, Supervisors and other support personnel. In each case, we worked with the on-site manager to count the file cabinets and drawers, as well as to estimate the amount of loose documents into the overall document count for each location.

QUESTION - Is there a master inventory list of the records for each center?

Yes, there is a master inventory list for each service center location accordingly to the service location managers.

QUESTION - Is the master inventory list up to date?

All managers agree that the inventory is not accurate due to the current process of requesting, receiving and auditing transmittal of files to/from active service locations as well as the closed files center. Most managers estimated that their inventory was 85-90% accurate.

QUESTION - What is the condition of the records?

The files are in fair condition.

QUESTION - What types of documents are contained within each file?

Each file consists of a variety of documents. Pre-printed forms that have been filled out manually make up a large portion of the file, along with photo copies of original documents such as drivers license, social security card, birth certificates, etc. The balance of the file is printed and copied information from ACEDS or other DHS-agency computer systems and feeds.

QUESTION - What are the range of sizes of the documents?

Document size is primarily 8.5" x 11". There are occasional documents that may range up to 8.5" x 14" or smaller document but visual inspection showed that 90% or more of all documents fall in the standard document range.

QUESTION - Have the folders been reviewed to purge unnecessary or duplicate documents?

Eckington is the only facility that has engaged a process to review, merge and purge the files in preparation for a scanning operation. The other six service centers as well as the Closed Files Center have not been reviewed to remove unnecessary or duplicate documents. In addition to absence of this process at the other six service centers, all seven service centers may have duplicate copies of the same case file creating more paper.

QUESTION - What are the indexing requirements for the folders?

The current indexing requirements identify the folder by last name, first name and Case number, which are displayed on the jacket folder. The folder is then divided into six or seven "tabs" for easy reference by the SSR's, SSA's and supervisory staff. The new process will try to mirror the original process while incorporating a more general cataloging approach to ensure that all service center staff can find documents in any electronic file when requested.

Folder level (resident ID number and/or last name/first name/SSN) – Due to the amount of file prep required for this project, the primary indexing key for the scanning operation will be the Case Number. Each case number, along with the Last Name and First Name, is written on the jacket of the folder. This business process will minimize the time required to locate the appropriate index criteria required for scanning and validation.

Document level (Photo ID, Certifications, Verifications, etc.) - The folder will be broken down into ten distinct "document types"; each designed to handle specific data from the folder, as well as accommodate any unique documents and/or infrequent documents. This approach will also apply across the board to TANF, Food Stamps and Medicaid. Although the make-up of each type of file is different, identical business rules need to apply to the prep and scanning process to give the project the best chance of meeting the required deadline as well as the overall directive to have any SSR service any IMA client from any of the remaining service locations.

QUESTION - How are exceptions to the process handled?

All files have a case number which is generated by ACEDS. All files, when scanned should validate against the supplied database feed.

QUESTION - Who will do the prep (contractor/DHS staff or combination of both)?

The document prep for this project will be the responsibility of the DHS-IMA team. Due to the extremely fast turnaround for the scanning operation, our recommendation is for DHS-IMA to use seasoned staff members to prep and organize the folders. Additionally, DHS-IMA staff will be required to create a box manifest of each box and transport the boxes to the conversion location. This ensures that the staff with the highest degree of knowledge about the files is working on them from the first day of the project. The scanning team will supply supervisory and advisory team members to demonstrate how to prepare the file for scanning as well as how to insert the bar code separator sheets. If DHS requires the contractor to support this effort we can do so on an hourly rate.

QUESTION - Where will the conversion take place within each Service Center?

Converting documents at each Service Center was the initial suggestion for this project but after reviewing the physical limitations of each facility for scanning, as well as a sufficient area required for document preparation, it is our recommendation that the conversion operation take place at a the Closed File Center, located adjacent to the Essington Service Center. This solution also provides a built-in vehicle to meet the requirements of HIPAA and other related privacy statues since the entire network will be based within a secure DHS facility and maintain no access to an outside network. All communications between the proposed COTS solution for backfile and day forward solutions will follow existing DHS-IT protocol for security. Based on this recommendation, the following initial SOW questions will be answered using the closed file location moving forward:

QUESTION - Is the location large enough to handle the desired services?

Yes. There are only three full time employees in this location. The facility is large enough to handle the proposed workload for Northeast and Eckington as well as the other service centers.

QUESTION - Is there enough power?

This should not be a problem but has not been determined as of yet. Once the full compliment of equipment, servers, workstations, etc., has been determined, the scanning team will work with the DHS-IMA staff to ensure compatibility.

QUESTION - Is the area secure?

Yes – according to DHS-IMA standards

QUESTION - Is the location isolated so the noise will not interrupt ongoing services at the center?

Noise will be a factor but should not affect the ability of the three onsite staff members to perform their duties.

QUESTION - Who is the primary contact for the contractor during the conversion?

This contact will be determined once an award for services has been made.

QUESTION - Who is the designated representative at each service center to provide support and assistance to the contractor?

This contact will be determined once an award for services has been made.

QUESTION - What are the desired hours of operation for the conversion at each center?

Conversion will take place over a single or multiple shifts at the closed file center. Final workplan and production schedule have not been determined.

QUESTION - How are requests for files handled during the conversion?

Each service center has between 100 and 200 requests for files during the day. It is important that the scanning team work closely with each service center to minimize the amount of files that are removed on a weekly basis. Our initial approach will be to take smaller shipments, and perform quick turnaround so the Service Center staff has electronic access to the documents shortly after we receive them. We would also request that DHS team members be present with the scanning team during the conversion process. If a Service Center staff member needs a file to confirm eligibility, the request can go from one DHS employee to another DHS employee that resides within our conversion operation. Once the information has been conveyed, the target file can be replaced back in the box, eliminating the need to copy/fax/email the information but fulfilling the Service Center request to supply the information.

QUESTION - How will the documents be used by the staff members?

SSR's, SSA's, supervisors, etc., all have different roles. The key in our approach is to let ACEDS manage the case and our solution to manage access to critical information when requested.

QUESTION - What is the best way to index the documents?

The best way to index the documents is by Case Number, which is located on the jacket of the file. Since a case number is unique to a family and not an individual, additional information such as Client ID, SSN, DOB, etc., will be pulled from the ACEDS database to populate the electronic document repository viewer.

QUESTION - What is the best way to present the documents to DHS staff members to streamline their workflow experience?

Interviews with the DHS staff members determined that each individual file needs to be divided into ten specific “document types”. Each of these document types represents one group of critical eligibility documents:

1. Photo ID
2. Applications/Recerts/Midcerts
3. Narrative
4. Forms
5. Verifications
6. Income
7. Referrals
8. Vital Records
9. Supervisory Checklist
10. Other/General

QUESTION - How will new documents and/or updates be added during or after the backfile conversion effort has been completed?

Updates - A day forward solution will be put in place at each Service Center before the first box of document is removed. The elimination of paper is vital to the success of this program. The scanning contractor will design a business process to allow customers to update their respective file by working with the receptionist at each Service Center when they arrive. After confirming their identity, the receptionist will locate their record within ACEDS and in turn scan and index their information directly into the electronic archive. Once the receptionist guarantees that image has been uploaded successfully, the physical paper will be returned to the customer.

New Applications – final details for this process need to be worked out in tandem with the DHS-IT team, specifically the ACEDS integration team. Since the new applicant has not been assigned a Case Number within the ACEDS system, there will be no corresponding metadata or image file in the electronic image archive.

Option 1 - scan the file and place in a workflow entitled “Pending Applications”. Once the ACEDS system has been updated to include the appropriate demographic and personal data of the applicant, the file can then be validated, indexed and saved in the appropriate electronic archive file. Due to the stringent time frame associated with this project, as well as the number of homeless DC residents that may apply (for example, 25 people a week with the name John Doe or Jane Doe), this option is not recommended.

Option 2 - keep the process paper-based initially by manually filling out and/or copying the appropriate information from the customer. The SSR/SSA will then place the folder in a bin in the receptionist area indicating new application. The receptionists will then

scan and index the information once ACEDS has had a chance to update the system. The frequency of those periodic updates has not yet been determined. Once this business process has been determined by DHS-IMA management, the appropriate business process can be put in place quickly.

APPENDIX B – OVERVIEW OF ACEDS

The Income Maintenance Administration (IMA), within the District of Columbia's Department of Human Services (DHS), is responsible for administering the Temporary Assistance to Needy Families (TANF), Food Stamp, and Medicaid programs as well as a range of smaller federally and locally funded cash, medical and burial assistance programs. The IMA is responsible not only for determining eligibility for each of these programs, but is also required to provide financial data regarding benefits issued, management data to reflect specific program measures and performance data to identify both successes and weaknesses in program administration. The key tool utilized in determining eligibility and the primary source of financial, management and performance data is the Automated Client Eligibility Determination System (ACEDS).

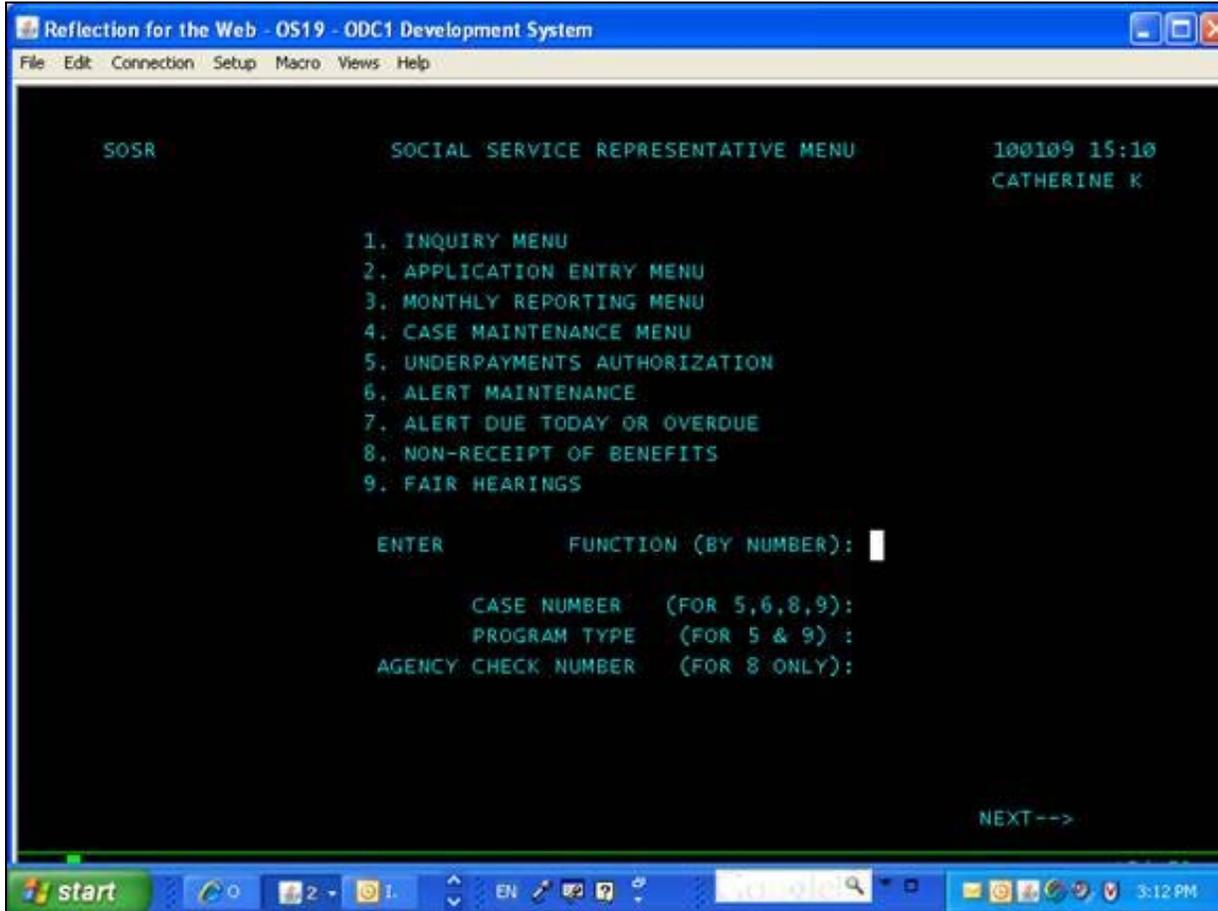
The ACEDS was originally designed and developed by the DHS in the early 1990s with the assistance of a contractor and significant enhanced federal funding. It was fully implemented in August 1993. The ACEDS currently supports approximately 2,000 on-line users. IMA staff utilize the system to determine eligibility and provide benefits to more than 200,000 residents of the District of Columbia for at least one of the seventeen programs administered by the IMA. Most users have "read only" access and use ACEDS to verify individual and case data as well as receipt of benefits.

The ACEDS is a mainframe application residing on an IBM Z9 Business Class Server Model M03 with the ZOS, release 1.9 operating system. There are 6 logical partitions (LPARS) assigned to the ACEDS. They are Development, Installation, Test, Training, Aqua (a copy of production) and Production. There are approximately 250 on-line programs with an estimated 1.1 million lines of code written in a mixture of COBOL and COBOL II using CICS 3.2. The batch processing and managerial reports for the ACEDS comprise over 7,000 application programs with about 2.3 million lines of code written in Natural 4.2.3 using ADABAS 8.1.3 file structure.

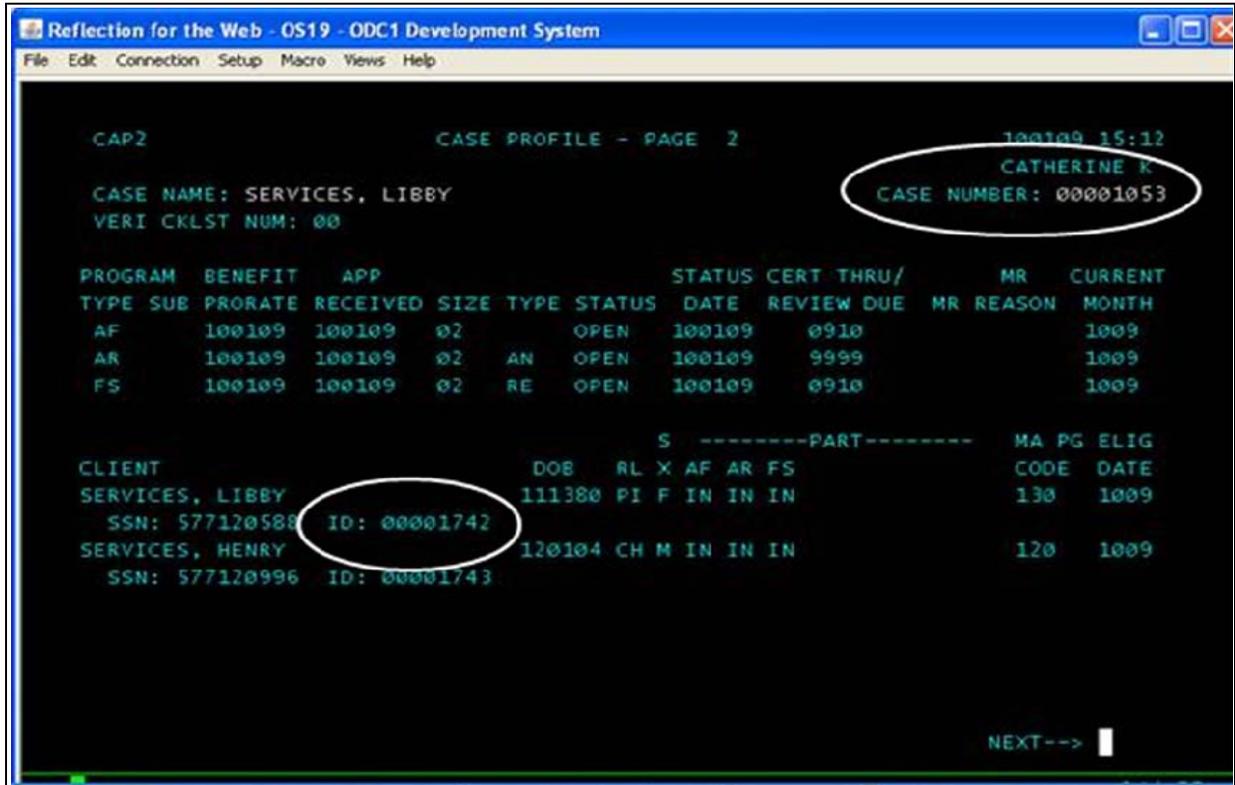
Users access the application from PCs running Windows XP. The terminal emulator software is Reflection for the Web from Attachmate, version 9.01.35.560.

DHS currently has 502 SSRs and Supervisor personnel who would access the DIMS on a routine basis. 40 personnel from the Office of Quality Assurance and Analysis and Office of Performance Monitoring will access the case records for audit and quality assurance purposes. Approximately 15 personnel from the Office of Information Systems personnel may periodically access the records for scanning validation, claims management and case correction purposes. 6 personnel from the Office of Program Development and Training will access case records periodically for administrative review and appeal purposes, training and development of staff, and case review.

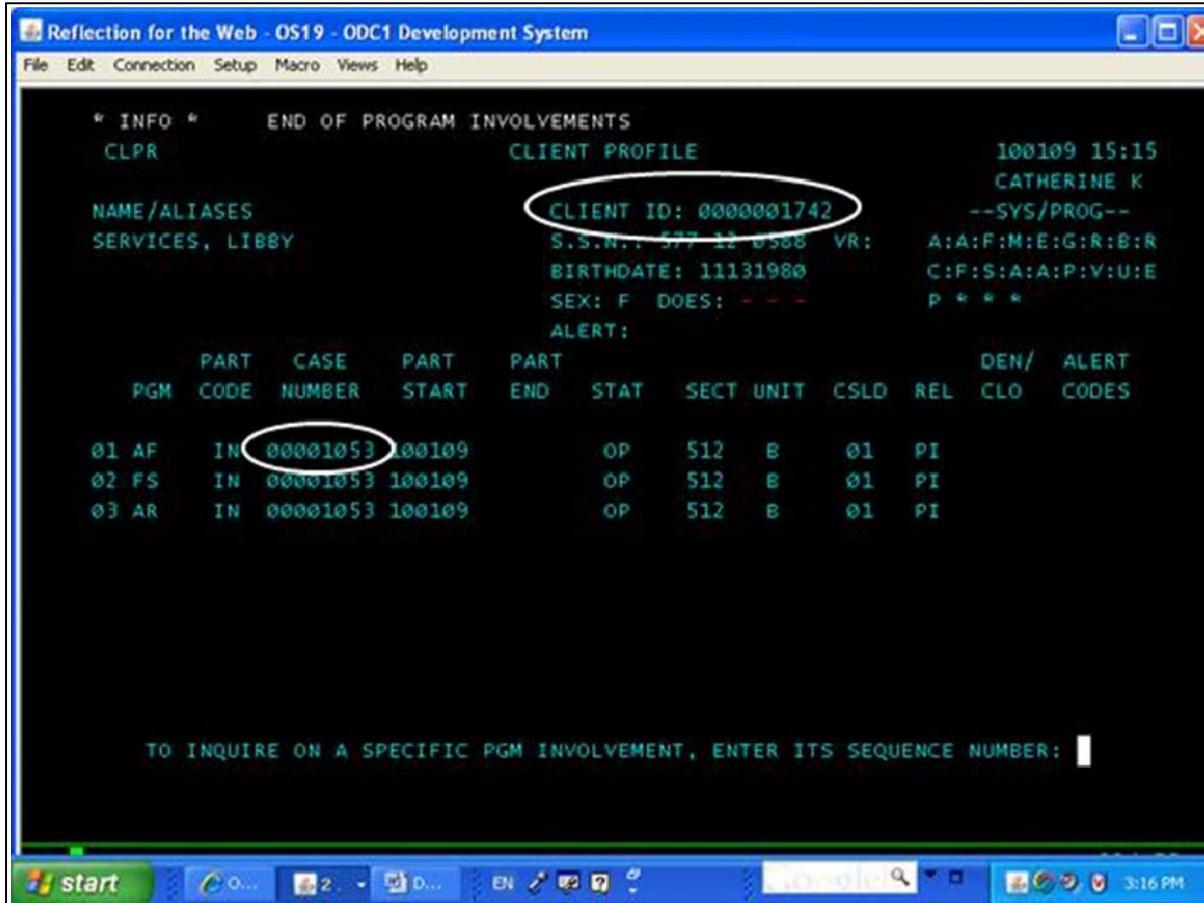
The screen shot below is a general menu screen.



The following screen shot is the primary Case Profile Screen. It is envisioned that this screen would be image-enabled using Case Number and possibly Client ID. Each case file is unique to a Case Number. Multiple Client IDs can be referenced within a case file. IMA will provide programmatic support in the development of the link between the DIMS and the legacy system as well as whatever system support is within our control throughout the case preparation phase.



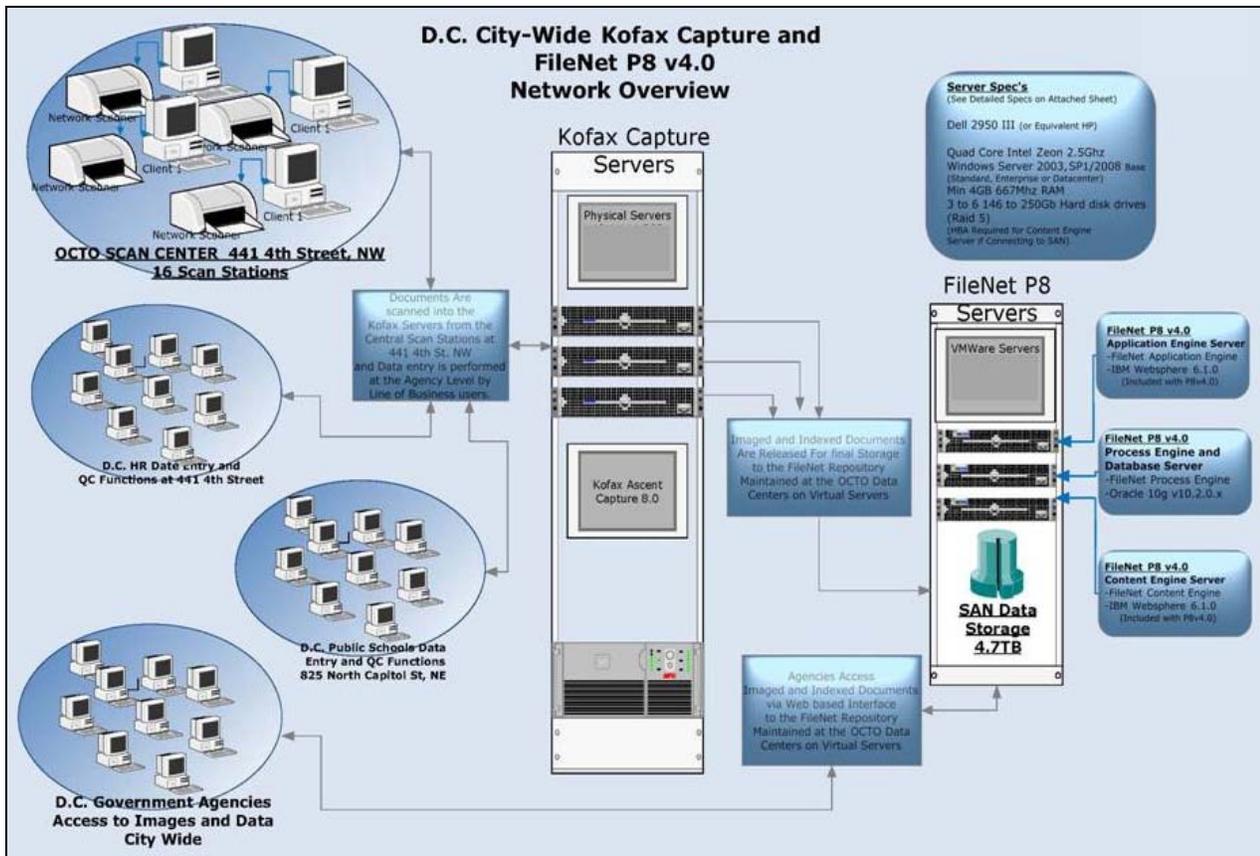
The screen shot below is the primary Client Profile screen. This screen may also be linked to DIMS to provide a view of all cases related to a client.



APPENDIX C – OVERVIEW OF EXISTING FILENET AND KOFAX INFRASTRUCTURE

The District of Columbia Office of the Chief Technology Officer (OCTO) has implemented an enterprise infrastructure for Enterprise Content Management. The schematic diagram below illustrates the infrastructure. The objective of the ECM is to serve as the enterprise platform for most District agencies. This project will add the Department of Human Services, Income Maintenance Administration's business application to this infrastructure.

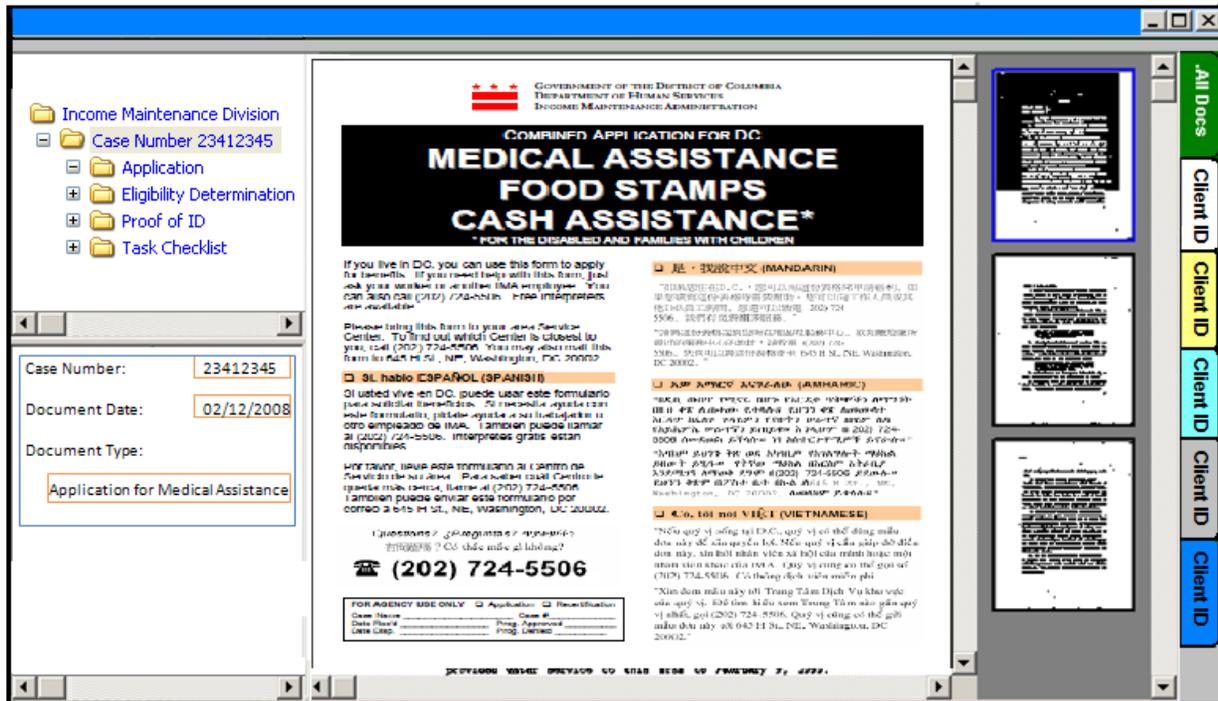
Adding a new application involves defining new security groups and object stores, as well as new capture processes and end user interfaces. A major component of this project is development of an automated interface between ACEDS and FileNet such that ACEDS users can retrieve documents directly from the ACEDS interface.



APPENDIX D – DESIRED FOLDER VIEW OF CASE DATA

The following screen shot illustrates the desired user interface for case information. This interface is envisioned to mimic a tabbed manila folder that is used by many DC agencies. This is a highly desirable feature.

This tool should be designed such that it can be reused for other District agency applications without custom development. An administrative tool should be used to define the content of the tabs and folders, mapping to the underlying FileNet folder structure.



APPENDIX E – CONFIDENTIALITY AGREEMENT

Upon contract award, each employee assigned to this contract will be required to sign the following agreement:

CONFIDENTIALITY AGREEMENT

I _____, hereby acknowledge that, as a contractor or subcontractor for the Department of Human Services, Income Maintenance Administration, (IMA), I may be privy to privileged, sensitive, and/or confidential information, protected as such by Official District of Columbia Code §4-209.4. I understand that any divulgence of privileged, sensitive, and/or confidential information to unauthorized persons may compromise the government and citizens of the District of Columbia. Intentional unauthorized disclosure of any information from IMA case files or non-public document carries both criminal and civil penalties, under both federal and District law.

I will assume that all information, which I am privy, is privileged, sensitive, and/or confidential. I agree that I will not divulge, discuss, or otherwise disclose in any manner any IMA or DHS any such information. Further, I will not remove either an original or a copy of any such information from the designated work area.

Date

Signature