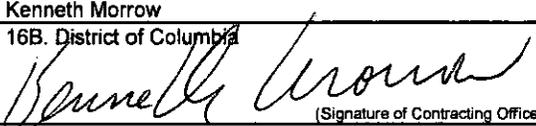


<b>AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT</b>			1. Contract Number	Page of Pages 1   1	
2. Amendment/Modification Number DCTO-2010-R-0036-003	3. Effective Date January 29, 2010	4. Requisition/Purchase Request No.	5. Solicitation Caption Document Imaging Management System		
6. Issued by: Office of Contracting and Procurement Information Technology Group 441 4 <sup>th</sup> Street, N.W., Suite 700 South Washington, D.C. 20001		Code	7. Administered by (If other than line 6) Department of Human Services Income Maintenance Administration 645 H Street, N.E., 5 <sup>th</sup> Floor Washington, D.C. 20002		
8. Name and Address of Contractor (No. street, city, county, state and zip code)  TO ALL PROSPECTIVE OFFERORS		X	9A. Amendment of Solicitation No. DCTO-2010-R-0036		
Code			9B. Dated (See Item 11) January 8, 2010		
Facility			10A. Modification of Contractor/Order No.		
			10B. Dated (See Item 13)		
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input checked="" type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) BY separate letter or fax which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such may be made by letter or fax, provided each letter or telegram makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. Accounting and Appropriation Data (If Required)					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTORS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14					
A. This change order is issued pursuant to (Specify Authority): 27 DCMR, Chapter 36, Section 3601.2(b) The changes set forth in Item 14 are made in the contract/order no. in item 10A.					
B. The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation data etc.) set forth in item 14, pursuant to the authority of:					
C. This supplemental agreement is entered into pursuant to authority of: 27 DCMR 3601.2 Change Clause, 27 DCMR 2005.6(d) as amended					
D. Other (Specify type of modification and authority)					
<b>E. IMPORTANT:</b> Contractor <input type="checkbox"/> is not <input type="checkbox"/> is required to sign this document and return one (1) copy to the issuing office.					
14. Description of Amendment/Modification (Organized by UCF Section headings, including solicitation/contract subject matter where feasible.)					
1. <b>DELETE: Solicitation No. DCTO-2010-R-0036, Pages 1-77 in its entirety and replace with revised Solicitation No. DCTO-2010-R-0036 - Pages 1-98 attached.</b>					
2. <b>THE PROPOSAL SUBMISSION DUE DATE AND TIME IS HEREBY EXTENDED FROM: 2:00 PM LOCAL TIME, MONDAY, FEBRUARY 8, 2010, TO: 2:00 PM LOCAL TIME, THURSDAY, FEBRUARY 11, 2010.</b>					
3. <b>RESPONSES TO QUESTIONS OF CLARIFICATION ARE SET FORTH IN ATTACHMENT I:</b>					
4. <b>THE DISTRICT WILL NOW ACCEPT QUESTIONS UNTIL FEBRUARY 3, 2010.</b>					
Except as provided herein, all terms and conditions of the document is referenced in Item 9A or 10A remain unchanged and in full force and effect.					
15A. Name and Title of Signer (Type or print)			16A. Name of Contracting Officer		
			Kenneth Morrow		
15B. Name of Contractor		15C. Date Signed	16B. District of Columbia		16C. Date Signed
(Signature of person authorized to sign)					1-29-10
			(Signature of Contracting Officer)		

<b>SOLICITATION, OFFER, AND AWARD</b>		1. Caption Document Imaging Management System		Page of Pages 1   98	
2. Contract Number	3. Solicitation Number DCTO-2010-R-0036 (Revised)	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 - Reissued: 1/29/10	6. Type of Market <input type="checkbox"/> Open <input type="checkbox"/> Set Aside <input checked="" type="checkbox"/> Open with Sub-Contracting Set Aside	
7. Issued By: Office of Contracting and Procurement Information Technology Group 441 4th Street, N.W., Suite 700 South Washington, DC 20001		8. Address Offer to: Office of Contracting and Procurement Bid Room 441 4th Street, N.W., 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 4 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 441 4th Street, N.W., Suite 703 South until 2:00PM local time Thursday, February 11, 2010  
(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			C. E-mail Address <a href="mailto:lindel.reid@dc.gov">lindel.reid@dc.gov</a>
		(Area Code) 202	(Number) 741-0834	(Ext)	

11. Table of Contents

(X)	Section	Description	Page No.	(X)	Section	Description	Page No.
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	Solicitation/Contract Form	1	X	I	Contract Clauses	62-69
X	B	Supplies or Services and Price/Cost	2-8	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS			
X	C	Specifications/Work Statement	9-28	X	J	List of Attachments	70
x	D	Packaging and Marking	29				
X	E	Inspection and Acceptance	30-31				
X	F	Deliveries or Performance	32-34	X	K	Representations, certifications and other statements of offerors	71-77
X	G	Contract Administration Data	35-39	X	L	Instructions, conditions & notices to offerors	78-86
X	H	Special Contract Requirements	40-61	X	M	Evaluation factors for award	87-98

**OFFER**

12. In compliance with the above, the undersigned agrees, if this offer is accepted within 120 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  10 Calendar days %    20 Calendar days %    30 Calendar days %         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 <input type="checkbox"/>	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 a Contractor to develop a Document Imaging Management System (DIMS), which is to be specific Agency application on existing IBM 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 IBM FileNet system (Conversion Services).

**B.1.1** The District shall award two contracts, one for DIMS and one for Conversation Services. The District may award both contracts to one offeror.

**B.1.2** The Price Schedule in Section B.5 is designed to collect the Offeror's pricing information for both projects. While completing the price schedule for DIMMS Phases I, and II, be advised that offerors must submit a price for DIMMS Phase III, optional CLIN 0013.

**B.1.3** A prospective Contractor may choose to bid on both services (C.3A DIMS Phases I, II and III) and C.3B Conversion Services) or on either service (C.3A only or C.3B only), and then complete (a) B.5.1, B.5.2 and B.5.3 and/or (b) B.5.4, as appropriate.

### **B.2 OPEN MARKET SOLICITATION WITH MANDATORY SUBCONTRACTING (SUPPLIES & SERVICES)**

**B.2.1** Any offeror responding to this solicitation must 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 fails to submit a subcontracting plan (Attachment J.1.3) that is required by this solicitation. At least 35% of the dollar volume of the contract shall be subcontracted in accordance with section M.6.5.

### **B.3 PROJECT SCHEDULE**

#### **B.3.1 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 shipping, tracking, scanning, indexing, quality control, and delivery processes. This Pilot shall consist of approximately 10,000 pages. Once the Pilot is approved, full production operations will commence. It is desired if possible to complete the Conversion Services within 12 months after award. Proposals that offer completion in less time shall be favored.

### B.3.2 DIMS

For the Proposed IBM FileNet/Kofax DIMS, prospective Contractors are requested to propose a schedule that includes a two phase implementation. Phase I includes scan, store and retrieve document images as well as integration of IBM FileNet with ACEDS. Phase I also includes a design that validates the document taxonomy, security and access controls, and user interface requirements. It is desired to complete Phase I within six months or less.

Phase II includes design of advanced DIMS processes to include electronic forms and business process management. 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 included as an Option in this Request for Proposals.

## B.4 GENERAL REQUIREMENTS AND PRICE MODEL

The Conversion Services project and the DIMS implementation project will run concurrently. Conversion will begin once the DIMS Phase I design effort is completed. 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 10 users will require access to the hosted images. More details can be found in Appendix B, Overview of ACEDS.

### B.4.1 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, rent free (see Appendix A), but it would have to be built out at the Contractor's expense 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 must be rolled into the per-image price in CLINs 0014 and 0015.

Hosting Services pricing should be broken out into per gigabyte (GB), per user, or combination of the two. The District will evaluate Offerors which submit Hosting Services prices only per GB (CLIN0016) or only per user (CLIN 0017) on the basis of

the one price offered. For Offerors which submit both per GB and per user prices, the District will evaluate the combination of both prices as offeror's hosting price. 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.

The District will evaluate hosting services pricing and reserves the right to provide this service internally if it is more cost-effective. The District will determine whether to provide this service internally during the evaluation of offers pursuant to Sections L and M and, if it does so, shall not evaluate hosting services or their prices in determining the winning offeror.

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 cover sheet will be generated by IMA and will be provided with each case file. 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.4.2 DIMS

The District of Columbia has standardized on Kofax and IBM FileNet as the capture software and document repository, respectively. Approximately 12 agencies are using IBM 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 IBM FileNet infrastructure for both test and production systems.

IBM 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. If the District purchases these licenses through existing contracts, the District will provide these licenses to the Contractor based on the agreed upon project plan. The District will determine whether to purchase either or both of these licenses through existing contracts during the evaluation of offers pursuant to Sections L and M and, if it does so, shall not evaluate the prices of licenses (CLINs 0002 and/or 0003) in determining the winning offeror.

Upon completion of the development and configuration of the proposed solution, the District shall then perform a formal Acceptance Test according to the approved Acceptance Test Plan. 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.

Offerors must include in the price of CLIN 0001 all of the fully burdened costs (including all overhead costs and profit) of providing all Phase I DIMS work required by Sections B and C.3A of the contract except Offerors shall include in the prices of CLINs 0002-0011, respectively, the fully burdened costs of providing the products and work required by CLINs 0002-0011.

**B.5 PRICE SCHEDULE**

**B.5.1 Phase I DIMS Implementation**

For Perpetual IBM FileNet and Kofax licenses, please provide pricing based on the best value to the District. For IBM 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.

<b>Contract Line Item No. (CLIN)</b>	<b>Item Description</b> (Provide summary description of Supplies/Services)	<b>Unit</b>	<b>Unit Price</b>	<b>Quantity</b>	<b>Extended Price</b>
<b>CLIN 0001</b>	<b>IMPLEMENTATION SERVICES</b> in accordance with the Statement of Work (SOW) described in Section C.3A	<b>LOT</b>	<b>LOT</b>	<b>LOT</b>	<b>\$_____</b>
<b>CLIN 0002</b>	<b>PERPETUAL IBM FILENET USER LICENSES (to support 600 total users)</b>	_____	_____	_____	<b>\$_____</b>
<b>CLIN 0003</b>	<b>PERPETUAL KOFAX LICENSES (to support day forward scan volume)</b>				<b>\$_____</b>
<b>CLIN 0004</b>	<b>ANNUAL MAINTENANCE FOR IBM FILENET USER LICENSES (to support 600 total users)</b>	_____	<b>Year</b>	_____	<b>\$_____</b>

<b>CLIN 0005</b>	<b>ANNUAL MAINTENANCE FOR KOFAX LICENSES (to support day forward scan volume)</b>	_____	<b>Year</b>	_____	<b>\$</b> _____
<b>CLIN 0006</b>	<b>ANNUAL APPLICATION MAINTENANCE (to support the delivered application as described in C.A.7.4)</b>	_____	<b>Year</b>	_____	<b>\$</b> _____
<b>CLIN 0007</b>	<b>“TRAIN THE TRAINER” SESSION- MANAGERS</b> in accordance with the Statement of Work (SOW) described in Section C.3A.7	<b>Session</b>	_____	_____	<b>\$</b> _____
<b>CLIN 0008</b>	<b>“TRAIN THE TRAINER” SESSION- END USER RETRIEVAL</b> in accordance with the Statement of Work (SOW) described in Section C.3A.7	<b>Session</b>	_____	_____	<b>\$</b> _____
<b>CLIN 0009</b>	<b>“TRAIN THE TRAINER” SESSION- SCAN/INDEX OPERATOR</b> in accordance with the Statement of Work (SOW) described in Section C.3A.7	<b>Session</b>	_____	_____	<b>\$</b> _____
<b>CLIN 0010</b>	<b>“TRAIN THE TRAINER” SESSION- SYSTEM ADMINISTRATOR</b> in accordance with the Statement of Work (SOW) described in Section C.3A.7	<b>Session</b>	_____	_____	<b>\$</b> _____
<b>CLIN 0011</b>	<b>“TRAIN THE TRAINER” SESSION- SUPPORT/HELP DESK</b> in accordance with the Statement of Work (SOW) described in Section C.3A.7	<b>Session</b>	_____	_____	<b>\$</b> _____
	<b>GRAND TOTAL B.5.1</b>				<b>\$</b> _____

**B.5.2 Phase II Business Process Management Design**

<b>Contract Line Item No. (CLIN)</b>	<b>Item Description</b> (Provide summary description of Supplies/Services)	<b>Unit</b>	<b>Unit Price</b>	<b>Quantity</b>	<b>Extended Price</b>
<b>CLIN 0012</b>	<b>PHASE II DESIGN SERVICES</b> in accordance with the Statement of Work (SOW) described in Section C.3A.16	<b>LOT</b>	<b>LOT</b>	<b>LOT</b>	\$ _____
	<b>GRAND TOTAL B.5.2</b>				\$ _____

**B.5.3 OPTIONAL Phase III DIMS BPM Implementation**

<b>Contract Line Item No. (CLIN)</b>	<b>Item Description</b> (Provide summary description of Supplies/Services)	<b>Unit</b>	<b>Unit Price</b>	<b>Quantity</b>	<b>Extended Price</b>
<b>CLIN 0013</b>	<b>PHASE III Implementation</b> in accordance with the Statement of Work (SOW) described in Section C.3.A.17	<b>LOT</b>	<b>LOT</b>	<b>LOT</b>	\$ _____
	<b>GRAND TOTAL B.5.3</b>				\$ _____

**B.5.4 CONVERSION SERVICES**

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**

<b>Contract Line Item No. (CLIN)</b>	<b>Item Description</b> (Provide summary description of Supplies/Services)	<b>Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Extended Price</b>
CLIN 0014	<b>CONVERSION SERVICES in accordance with the Statement of Work (SOW) described in Section C.3B Pilot</b>	10,000	Image	\$ _____	\$ _____
CLIN 0015	<b>CONVERSION SERVICES in accordance with the Statement of Work (SOW) described in Section C.3B - Estimated Production (24 month contract term)</b>	22,000,000	Image	\$ _____	\$ _____
CLIN 0016	<b>HOSTING SERVICES in accordance with the Statement of Work (SOW) described in Section C.3B Estimated Production – (24 months contract term) Monthly Rate</b>	100	GB	\$ _____	\$ _____
CLIN 0017	<b>HOSTING SERVICES in accordance with the Statement of Work (SOW) described in Section C.3B Production – User Rate, Monthly</b>	10	Users	\$ _____	\$ _____
	<b>GRAND TOTAL B.5.4</b>				\$ _____

## **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 IBM 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 IBM 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 and IBM 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 business process management. 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 IBM 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.

The quantities stated above are estimated and reflect the best estimates available. The estimates shall not be construed as a representation that the estimated quantities will be required.

### C.1C Caseload Data

The average monthly caseload data for Fiscal Year 2009 is as follows:

Average SNAP Caseload	54,299 cases and 99,069 recipients
Average TANF Caseload	16,226 cases and 39,505 recipients
Average Medicaid Caseload	195,497 recipients

Based on this information, there is an average of approximately 100 pages per case file. For pricing purposes, estimate 3 images per document. This will be reevaluated and adjusted during the Pilot process.

### 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.

**Application Maintenance:** This is “Help Desk” support provided by the Contractor to support the delivered application. This is over and above any software or hardware maintenance that might be provided. Support is provided on an annual basis and begins once the system is accepted and begins live operations. DHS and OCTO will provide internal support to isolate any trouble calls and will place calls to the vendor only when they are specific to the specific application that was delivered.

**“Back End Scanning”:** This is a scanning paradigm that involves scanning documents after they have been processed. This approach involves a minimum of changes to

existing processes, while providing the benefits of having the documents in digital form from that point forward. These benefits include significantly reduced time spent searching for documents, reduced staff time for filing, and reduced space requirements for storage of paper files. A key benefit is that this approach reduces change management issues related to adoption of the new technology. This approach is typically a first step in a long term implementation.

**Backfile:** This is the existing set of case files in paper form that needs to be scanned. These files consist of mostly active cases and a subset of closed cases.

**Conversion Services:** Two contracts will be awarded as a result of this RFP process: Conversion Services is the second contract. Conversion Services addresses the scanning and indexing of existing case files consisting of approximately 22 million pages. This contract includes a Pilot that consists of 10,000 pages, testing each step required in the conversion process, including shipment, tracking of work in process, scanning, indexing, quality assurance, hosting, and upload to the District's IBM FileNet system.

**Day Forward Scanning:** This refers to scanning of documents within DIMS once the system is in place and is operational.

**DIMS:** The Document Imaging Management System.

**DIMS PHASE I:** Two contracts will be awarded as a result of this RFP process: DIMS is the first contract. DIMS Phase I includes design, development, deployment, testing, training and documentation of a basic storage and retrieval application that is integrated with the DHS primary application, ACEDS.

**DIMS PHASE II:** This phase represents the development of a design document for process optimization, to include business process management, electronic forms and capture processes. This design will be performed after Phase I is complete and in production.

**DIMS PHASE III:** This is an optional phase that includes implementation of the design developed in Phase II. It includes development of business process automation for internal IMA processes.

**Document:** A document may have multiple pages. Indexing is performed at the document level and includes Case Number (from the DHS provided barcode cover sheet, Document Group, Document Type and Document Date. For pricing purposes, Conversion vendors are requested to estimate three (3) pages per document.

**Image:** The digital representation of one side of a scanned page. For the Conversion Services project, pages are assumed to be one-sided for pricing purposes.

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

**“Front End Scanning”:** This is a scanning paradigm that moves scanning to the beginning of a business process. Documents or electronic forms are captured at point of receipt or creation. This approach uses workflow technology to route documents or forms through a set of processes. Ultimately this approach is the ideal objective, replacing a “back end” approach that is implemented in an earlier project stage. A key benefit is that it removes paper from all steps in the business process except initial receipt or creation. Use of electronic forms may eliminate paper entirely.

**Page:** A piece of paper is a page. It consists of a front side and a back side. Each side of a page can produce, when scanned, an image. If there is written material on both sides then scanning one page will produce two images. For the Conversion Services project, pages are assumed to be one-sided for pricing purposes.

## **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, PHASE II AND PHASE III REQUIREMENTS**

Contractor shall provide DIMS Phase I, Phase II and, optionally, Phase III services and products as required in Sections B.5 and C.1A, above, and stated in this Section C.3A. Appendices A through D to the contract are provided for information and do not expand or reduce the scope of the required services and products stated in Sections B and C of the contract.

#### **DIMS Phase I**

##### **C.3A.1 Hardware and Software**

C.3A.1.1 The requested solution will reside on a Kofax/IBM 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 Capture document capture software, version 8.0.

A number of scanners have already been purchased:

<b>Location</b>	<b>Quantity</b>	<b>Type</b>
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 The DIMS application shall include business processes and comprehensive user interfaces which will meet the requirements identified in the analysis conducted in Phase 1 and approved by the District. Contractors that offer an “Out-of-Box” solution designed for Department of Human Services operations are welcomed to present their solution provided the solution complies with the District’s current technology standards. Please reference current technology standards in Appendix C. Also, contractors offering an Out-of-Box solution are required to complete the Out-of-Box product specifications details in Appendix E.
- 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. The DIMS must allow users to view documents using the native capabilities of the standard FileNet viewer.
- 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 case management paradigm described in Appendix D 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 “hit list” of applicable documents. It is envisioned that this approach will be the primary method for accessing documents by SSRs.

C.3A.1.9 Design Step – DIMS Phase I shall include a design process that will validate the taxonomy of the documents to be converted. This design includes validation of security and access controls, format and validation rules for all metadata to be used for future business process management processes, and the user interface for case management. The design also includes incorporation of capture processes for day forward scanning and indexing, and import of converted documents.

### **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 IBM FileNet P8 software is mandatory.

C.3A.2.3 The Contractor must use Kofax software to capture the documents and IBM 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 selected 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 Type Groups and Document Types into the DIMS indexing structure to provide more specific day-

forward searches. The Contractor shall validate this taxonomy during the Phase I design step.

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 be represented in the case management interface to provide for intuitive and efficient navigation through a case file.

- 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.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 training classes, webinars, and a user manual for training of users and staff.

**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, and DIMS CLINs**

C.3A.7.1 The Contractor shall provide written training and user guides for the DIMS.

C.3A.7.2 The Contractor shall also provide recorded web-based instruction that can be used for ongoing training and refresher training. It is expected that this training will be in the form of a web seminar presentation.

C.3A.7.3 The Contractor shall provide a one-time DIMS "train the trainers" workshop for identified staff. DHS will provide training facilities and equipment per the Contractor's specifications. Training classes are required for the following groups:

- Managers
- End User Retrieval
- Scan/Index Operator
- System Administrator
- Support/Help Desk

C.A.7.4 The Contractor shall provide a "help desk" for the IMA staff during regular business hours. This support is called "Application Maintenance" and it covers support for the delivered configuration of DIMS. DHS and OCTO will provide internal support and Help Desk services for routine issues; calls will be placed to the Contractor only in instances where support is required for the specific delivered application. Pricing for ongoing annual Application Maintenance is required.

**C.3A.8 Queries and Searches**

C.3A.8.1 The case number is unique to an assistance unit.

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 IBM FileNet application without going through ACEDS first.

C.3A.8.3 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
- 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 All columns displayed in a “hit list” shall be sortable.

C.3A.9.4 The DIMS must allow the users to be able to modify their views within the parameters available in IBM FileNet to meet their individual needs.

C.3A.9.5 The DIMS must enable the users to search and view documents for cases by date ranges.

### **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 and Acceptance**

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

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 inform the District when the DIMS Phase I system is ready for final approval and acceptance. The District shall then test the system according to the approved Acceptance Test Plan. The Contracting Officer shall accept the system when the system meets the criteria stated in the Acceptance Test Plan.

**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. Absent agreement, the COTR may impose a reasonable time for corrections.

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 Capture, Kofax KTM, and IBM 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 IBM FileNet software.

## **DIMS Phase II**

C.3A.16 The intent of Phase II is to introduce business process management. 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. The Contractor shall recommend a phased approach for deployment of the recommended enhancements, and shall provide cost estimates to include any hardware, software and services that are required for deployment.

The Phase II business process management design includes:

- Incorporation of best practices from other Social Services case management solution experience;
- Moving capture process to Front End processing, providing data capture at the point of receipt or creation;
- Enhancement of mail room processes for scanning and assigning documents to a case file;
- Routing of documents to the appropriate destination;
- Ticklers and checklists;
- Security enhancements to monitor and track access to the DIMS;
- Enhanced troubleshooting and error analysis for document assignment;
- Ability to electronically route case files (entire file or task within the file) across and within divisions, centers, queues, etc., to one or many recipients/queues based on user defined rules. Includes routing for additional information requests;
- Workload balancing customized by SSR, SSA, Supervisor or Manager and type of case;
- Reassignment of entire case file and/or type of case within the file;
- Business rules may be by case type, division, roles or location specific. Rules may be driven by case status;
- Ability to merge multiple case files into a single a file;
- Date/time tracking from initiation by requestor through closed request including task level activity;
- Identify requests which have been misrouted with ability to know where the request originated and reason rerouted;

- Display on the queue list all data elements that may drive decision making/routing with color coding based on priority;
- Routing notification docs/records for approval cannot stay in queue more than X # of days;
- Ability to auto escalate requests based on metric rules;
- User defined and maintained rules including:
  - - Distributions
  - - Notifications
  - - Alerts
  - - Routing
  - - Roles
  - - Case File Requirements
  - - Turn-Around-Times
- Ability to store turn-around-time (TAT) by case type, center & role;
- Electronic notifications for all workflow status including, changes, completion, deletes for all case types;
- Auto identification and rules based routing including percent identified per role for workload balancing. User maintained ability to change;
- Ability to print custom letters – i.e., MSWORD templates;
- Ability to track the history of users when information is routed;
- Ability to store production benchmarks based on staffing models and ability for managers/supervisors to monitor production/performance and produce reporting (Daily, weekly, monthly or as required);
- Ability to track manual work time (non-system activities involved in completing work requests);
- Ad hoc routing, approvals and notifications based on user selectable rules;
- The ability to set security levels and privileges based on user defined roles/profiles; and
- User defined Action, Resolution and Reason Codes (Drop-Down Menu).

### **C.3A.17 DIMS Phase III OPTION**

Phase III is an optional contract line item (CLIN 0013). It consists of the implementation of the design that is accomplished as Phase II. Prospective Offerors are required to provide a fixed price for this CLIN for implementation, using the specific requirements indicated in C.3A.16. If the District exercises the DIMS Phase III option, it may do so at or after contract award but not later than the expiration date of the contract.

### **C.3B CONVERSION SERVICES 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. File format for the delivered images shall be black and white multipage Tagged Image File Format (TIFF) with Group 4 compression, at 200 dpi resolution. Photos shall be scanned in color and stored as JPEG files. Resolution for photos shall be defined by the District during the design validation step within DIMS Phase I and the District shall provide the resolution requirement to the Conversion Contractor for implementation.
- 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, rent free, DHS facilities that may be provided for this purpose. Any necessary build-out of the DHS facilities shall be at Contractor expense.
- 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. Transportation vehicles and processes must be compliant with HIPAA standards.
- 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 a selected set of IMA users. The interface will allow searches by Case Number, Document Type and Document Date. This web interface must be a HIPAA compliant, secure system. Contractor shall use the Hypertext Transfer Protocol Secure (HTTPS), the District's standard protocol for secure web transactions.
- C.3B.1.6 The Contractor shall provide a migration path to allow DHS to import the converted images into IBM 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, skew, 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

boxes, documents, pages, and images 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 and metadata for import to IBM 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 by the Contractor 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 destroy scanned boxes that the District validates as complete after 90 days.
- 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 and COTR with daily status reports.

C.3B.10.2 The Contractor shall address or correct any scanning related issues within an agreed upon time frame. Absent agreement, the COTR may impose a reasonable time for corrections.

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 as applicable, and clause number six (6), Inspection of Services, as 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 subcontractor 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 The District 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 DIMS Project (Phases I and II) shall be for a period of twelve (12) months from date of award. The term of the contract for Conversion Services shall be for a period of twenty-four (24) months from date of award or until completion of Conversion Services, whichever occurs first.

**F.1.1** The term of Optional CLIN 0013, PHASE III Implementation shall be for a period not-to-exceed twelve (12) months.

**F.2 DELIVERABLES**

**DIMS Phase I**

<b>CLIN</b>	<b>Deliverable</b>	<b>Quantity</b>	<b>Format/Method of Delivery</b>	<b>Due Date</b>	<b>To Whom</b>
See Section C.3A	Project Plan and Schedule 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	Design Prototype	1	Functioning Prototype	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
See Section C.3A	IMA Staff Webinar Presentations	1	Webinar	1 week prior to Training	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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**DIMS Phase III OPTION**

<b>CLIN</b>	<b>Deliverable</b>	<b>Quantity</b>	<b>Format/Method of Delivery</b>	<b>Due Date</b>	<b>To Whom</b>
See Section C.3A	Project Plan and Schedule for developing DIMS III	1	Electronic copy in MS Word	2 weeks after award of CLIN 0013	COTR
See Section C.3A	Detailed Design Document	1	Electronic copy in MS Word	Per approved Project Plan	COTR
See Section C.3A	Design Prototype	1	Functioning Prototype	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
See Section C.3A	IMA Staff Webinar Presentations	1	Webinar	1 week prior to Training	COTR

**CONVERSION SERVICES**

See Section C.3B	Project Plan and Schedule for Conversion Services	1	Electronic copy in MS Word	2 weeks after contract award	COTR
See Section C.3B.1.7	Provide weekly status report	1	Electronic copy in MS Word	Every Friday until project is completed	COTR
See Sections B.4.1 and C.3B.1.7	Pilot	1	Documentation for all processes, including shipping, tracking, scanning image enhancement, indexing, quality assurance, and delivery. Export file of converted documents and metadata,	Per approved Project Plan	COTR
See Section H.10.2	Contractor and its Employees to complete and sign Confidentiality Agreement Forms	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 30<sup>th</sup> 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, 6<sup>th</sup> 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 3<sup>rd</sup> day after the required payment date for meat or a meat product;
- b) the 5<sup>th</sup> day after the required payment date for an agricultural commodity; or
- c) the 15<sup>th</sup> 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 Subcontractor**

**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 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 3<sup>rd</sup> day after the required payment date for meat or a meat product;
- b) the 5<sup>th</sup> day after the required payment date for an agricultural commodity; or
- c) the 15<sup>th</sup> 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.6.3 Flow down requirement for subcontracts**

The Contractor shall include in each subcontract a provision that requires the subcontractor to include in its contracts with any lower-tier subcontractors or suppliers the payment and interest clauses required under paragraphs (1) and (2) of DC Official Code § 2-221.02 (d).

**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:

Kenneth Morrow  
Contracting Officer  
Information Technology Group  
Office of Contracting and Procurement  
441 4<sup>th</sup> Street, NW, 700 South  
Washington, D.C. 20001  
Telephone: 202-724-3959

**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., 5<sup>th</sup> 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**

Reserved.

**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 up to ten (10%) percent of the Contractor's monthly payment when the Contracting Officer has determined that the Contractor has failed to perform according to the corrective action plan and the District previously has imposed non-monetary Sanctions or requirements for corrective action.

**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 otherwise allowed by District law.

## **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 subcontractor, 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 10<sup>th</sup> 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 subcontractor 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 subcontractor 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 its employees 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**

Reserved.

### **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](http://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](http://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.

## **H.19 HIPAA PRIVACY COMPLIANCE**

The Department of Human Services (DHS) is a “Covered Entity” as that term is defined in the Privacy Rule and DHS, as a recipient of Protected Health Information from DHS, is a “Business Associate” as that term is defined in the Privacy Rule.

### **1. Definitions**

- a. *Business Associate* means a person or entity, who performs, or assists in the performance of a function or activity on behalf of a covered entity or an organized health care organization in which the covered entity participates, involving the use or disclosure of individually identifiable health information, other than in the capacity of a workforce member of such covered entity or organization. A business associate is also any person or organization that provides, other than in the capacity of a workforce member of such covered entity, legal, actuarial, accounting, consulting, data aggregation, management, administration, accreditation, or financial services to or for the covered entity and receives

individually identifiable health information from a covered entity or another business associate on behalf of a covered entity. In some instances, a covered entity may be a business associate of another covered entity.

- b. *Covered Entity* means a health plan, a health care clearinghouse, or a health care provider who transmits any health information in electronic form in connection with a transaction covered by 45 C.F.R. Parts 160 and 164 of the Privacy Rule. With respect to this HIPAA Compliance Clause, *Covered Entity* shall also include the designated health care components-of a hybrid entity.
- c. *Data Aggregation* means, with respect to Protected Health Information created or received by a business associate in its capacity as the business associate of a covered entity, the combining of such Protected Health Information by the business associate with the Protected Health Information received by the business associate in its capacity as a business associate of another covered entity, to permit data analyses that relate to the health care operations of the respective covered entities.
- d. *Designated Record Set* means a group of records maintained by or for the Covered Entity that is:
  - i. The medical records and billing records about individuals maintained by or for a covered health care provider;
  - ii. The enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or
  - iii. Used, in whole or in part, by or for the Covered Entity to make decisions about individuals.
- e. *Health Care* means care services, or services, or supplies related to the health of an individual. Health care includes, but is not limited to, the following:
  - i. Preventive, diagnostic, therapeutic, rehabilitative, maintenance, or palliative care, and counseling, service, assessment, or procedure with respect to the physical or mental condition, or functional status, of an individual or that affects the structure or function of the body; and
  - ii. Sale or dispensing of a drug, device, equipment, or other item in accordance with the prescription.
- f. *Health Care Components* means a component or a combination of components of a hybrid entity designated by a hybrid entity in accordance with 45 C.F.R. § 164.105(a)(2)(iii)(C). *Health Care Components* must include non-covered functions that provide services to the covered functions for the purpose of facilitating the sharing of Protected Health Information with such functions of the hybrid entity without business associate agreements or individual authorizations.
- g. *Health Care Operations* shall have the same meaning as the term “health care operations” in 45 C.F.R. § 164.501.

- h. *Hybrid Entity* means a single legal entity that is a covered entity and whose business activities include both covered and non-covered functions, and that designates health care components in accordance with 45 C.F.R. § 164.105(a)(2)(iii)(C). A *Hybrid Entity* is required to designate as a health care component, any other components of the entity that provide services to the covered functions for the purpose of facilitating the sharing of Protected Health Information with such functions of the hybrid entity without business associate agreements or individual authorizations.
- i. *Record* shall mean any item, collection, or grouping of information that includes Protected Health Information and is maintained, collected, used, or disseminated by or for the Covered Entity.
- j. *Individual* shall have the same meaning as the term "individual" in 45 C.F.R. § 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).
- k. *Individually Identifiable Health Information* is information that is a subset of health information, including demographic information collected from an individual, and;
  - i. Is created or received by a health care provider, health plan, employer, or health care clearinghouse; and
  - ii. Relates to the past, present, or future physical or mental health or condition of an individual; or the past, present, or future payment for the provision of health care to an individual; and
  - iii. That identifies the individual; or
  - iv. With respect to which there is a reasonable basis to believe the information can be used to identify the individual.
- l. *Privacy Official*. The person designated by the District of Columbia, a *Hybrid Entity*, who is responsible for developing, maintaining, implementing and enforcing the District-wide Privacy Policies and Procedures, and for overseeing full compliance with this Manual, the Privacy Rules, and other applicable federal and state privacy law.
- m. *Privacy Officer*. The person designated by the Privacy Official or one of the District of Columbia's designated health care components, who is responsible for enforcing the provisions of this Manual as well as overseeing full compliance with the Covered Agency's Privacy Policies and Procedures, the Privacy Rules, and other applicable federal and state privacy law(s). The Covered Agency's privacy officer will follow the guidance of the District's Privacy Official, and shall be responsive to and report to the District's Privacy Official.

- n. *Privacy Rule.* "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and part 164, subparts A and E.
- o. *Protected Health Information.* "Protected Health Information" means individually identifiable health information that is:
  - i. Transmitted by electronic media;
  - ii. Maintained in electronic media; or
  - iii. Transmitted or maintained in any other form or medium;
  - iv. Limited to the information created or received by the Business Associate from or on behalf of the Covered Entity; and
  - v. Excluding information in the records listed in subsection (2) of the definition in 45 C.F.R. §160.103.
- p. *Required By Law.* "Required By Law" shall have the same meaning as the term "required by law" in 45 C.F.R. § 164.103.
- q. *Secretary.* "Secretary" shall mean the Secretary of the United States Department of Health and Human Services or his or her designee.
- r. *Workforce.* "Workforce" shall mean employees, volunteers, trainees, and other persons whose conduct, in the performance of work for a covered entity or business associate, is under the direct control of such entity, whether or not they are paid by the covered entity or business associate.

2. Obligations and Activities of Business Associate

- a. The Business Associate agrees not to use or disclose Protected Health Information other than as permitted or required by this HIPAA Compliance Clause or as Required By Law.
- b. The Business Associate agrees to use commercially reasonable efforts and appropriate safeguards to maintain the security of the Protected Health Information and to prevent use or disclosure of such Protected Health Information other than as provided for by this Clause.
- c. The Business Associate agrees to establish procedures for mitigating, and to mitigate to the extent practicable, any deleterious effect that is known to the Business Associate of a use or disclosure of Protected Health Information by the Business Associate in violation of the requirements of this Clause.
- d. The Business Associate agrees to report to Covered Entity, in writing, any use or disclosure of the Protected Health Information not permitted or required by this HIPAA Compliance Clause to the District Privacy Official or agency Privacy

Officer within ten (10) days from the time the Business Associate becomes aware of such unauthorized use or disclosure.

- e. The Business Associate agrees to ensure that any workforce member or any agent, including a subcontractor, agrees to the same restrictions and conditions that apply through this Clause with respect to Protected Health Information received from the Business Associate, Protected Health Information created by the Business Associate, or Protected Health Information received by the Business Associate on behalf of the Covered Entity.
- f. The Business Associate agrees to provide access, at the request of the Covered Entity or an Individual, **at a mutually agreed upon location, during normal business hours, and in a format** *[delete bolded material and insert negotiated terms if applicable]* as directed by the District Privacy Official or agency Privacy Officer, or as otherwise mandated by the Privacy Rule or applicable District of Columbia laws, rules and regulations, to Protected Health Information in a Designated Record Set, to the Covered Entity or an Individual, in compliance with applicable portions of *[Insert Applicable Agency Access Policy]*, attached hereto as Exhibit A and incorporated by reference, and within five (5) business days of the request to facilitate the District's compliance with the requirements under 45 C.F.R. §164.524.
- g. The Business Associate agrees to make any amendment(s) to the Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR 164.526 **in a format** *[agency should insert appropriate terms for amendment if applicable]* or as directed by the District Privacy Official or agency Privacy Officer, or as otherwise mandated by the Privacy Rule or applicable District of Columbia laws, in compliance with applicable portions of *[Insert Applicable Agency Amendment Policy]*, attached hereto as Exhibit B and incorporated by reference, and within five (5) business days of the directive in order to facilitate the District's compliance with the requirements under 45 C.F.R. §164.526.
- h. The Business Associate agrees to use the standard practices of the Covered Entity to verify the identification and authority of an Individual who requests the Protected Health Information in a Designated Record Set of a recipient of services from or through the Covered Entity. The Business Associate agrees to comply with the applicable portions of the *[Insert Applicable Agency Identity And Procedure Verification Policy]*, attached hereto as Exhibit C and incorporated by reference.
- i. The Business Associate agrees to record authorizations and log such disclosures of Protected Health Information and information related to such disclosures as would be required for the Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528 and applicable District of Columbia laws, rules and regulations. The Business Associate agrees to comply with the applicable portions

of the *[Insert Applicable Agency Logging Disclosures for Accounting Policy]* attached hereto as Exhibit D and incorporated by reference.

- j. The Business Associate agrees to provide to the Covered Entity or an Individual, within five (5) business days of a request **at a mutually agreed upon location, during normal business hours, and in a format designated** *[delete bolded material and insert agency appropriate terms if applicable]* by the District Privacy Official or agency Privacy Officer and the duly authorized Business Associate workforce member, information collected in accordance with Paragraph (i) of this Section above, to permit the Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528, and applicable District of Columbia laws, rules and regulations. The Business Associate agrees to comply with the applicable portions of the *[Insert Applicable Agency Disclosure Accounting Policy]* attached hereto as Exhibit E and incorporated by reference.
- k. The Business Associate agrees to make internal practices, books, and records, including policies and procedures, and Protected Health Information, relating to the use and disclosure of Protected Health Information received from the Business Associate, or created, or received by the Business Associate on behalf of the Covered Entity, available to the Covered Entity, or to the Secretary, within five (5) business days of their request and **at a mutually agreed upon location, during normal business hours, and in a format designated** *[delete bolded material and insert negotiated terms if applicable]* by the District Privacy Official or agency Privacy Officer and the duly authorized Business Associate workforce member, or in a time and manner designated by the Secretary, for purposes of the Secretary in determining compliance of the Covered Entity with the Privacy Rule.
- l. The Business Associate may aggregate Protected Health Information in its possession with the Protected Health Information of other Covered Entities that Business Associate has in its possession through its capacity as a Business Associate to said other Covered Entities provided that the purpose of such aggregation is to provide the Covered Entity with data analyses to the Health Care Operations of the Covered Entity. Under no circumstances may the Business Associate disclose Protected Health Information of one Covered Entity to another Covered Entity absent the explicit written authorization and consent of the Privacy Officer or a duly authorized workforce member of the Covered Entity.
- m. Business Associate may de-identify any and all Protected Health Information provided that the de-identification conforms to the requirements of 45 C.F.R. § 164.514(b). Pursuant to 45 C.F.R. § 164.502(d)(2), de-identified information does not constitute Protected Health Information and is not subject to the terms of this HIPAA Compliance Clause.

3. Permitted Uses and Disclosures by the Business Associate

- a. Except as otherwise limited in this HIPAA Compliance Clause, the Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, the Covered Entity as specified in the Contract, provided that such use or disclosure would not violate the Privacy Rule if same activity were performed by the Covered Entity or would not violate the minimum necessary policies and procedures of the Covered Entity.
- b. Except as otherwise limited in this HIPAA Compliance Clause, the Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- c. Except as otherwise limited in this HIPAA Compliance Clause, the Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that the disclosures are Required By Law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used, or further disclosed, only as Required By Law, or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it has knowledge that the confidentiality of the information has been breached.
- d. Except as otherwise limited in this HIPAA Compliance Clause, the Business Associate may use Protected Health Information to provide Data Aggregation services to the Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).
- e. Business Associate may use Protected Health Information to report violations of the Law to the appropriate federal and District of Columbia authorities, consistent with 45 C.F.R. § 164.502(j)(1).

4. Additional Obligations of the Business Associate

- a. Business Associate shall submit a written report to the Covered Entity that identifies the files and reports that constitute the Designated Record Set of the Covered Entity. Business Associate shall submit said written report to the Privacy Officer no later than thirty (30) days after the commencement of the HIPAA Compliance Clause. In the event that Business Associate utilizes new files or reports which constitute the Designated Record Set, Business Associate shall notify the Covered Entity of said event within thirty (30) days of the commencement of the file's or report's usage. The Designated Record Set file shall include, but not be limited to the identity of the following:
  - i. Name of the Business Associate of the Covered Entity;
  - ii. Title of the Report/File;
  - iii. Confirmation that the Report/File contains Protected Health Information (Yes or No);

- iv. Description of the basic content of the Report/File;
- v. Format of the Report/File (Electronic or Paper);
- vi. Physical location of Report/File;
- vii. Name and telephone number of current member(s) of the workforce of the Covered Entity or other District of Columbia Government agency responsible for receiving and processing requests for Protected Health Information; and
- viii. Supporting documents if the recipient/personal representative has access to the Report/File.

5. Sanctions

Business Associate agrees that its workforce members, agents and subcontractors who violate the provisions of the Privacy Rules or other applicable federal or state privacy law will be subject to discipline in accordance with Business Associate's District Personnel Manual and applicable collective bargaining agreements. Business Associate agrees to impose sanctions consistent with Business Associate's personnel policies and procedures and applicable collective bargaining agreements with respect to persons employed by it. Members of the Business Associate Workforce who are not employed by Business Associate are subject to the policies and applicable sanctions for violation of this Manual as set forth in business associate agreements. In the event Business Associate imposes sanctions against any member of its workforce, agents and subcontractors for violation of the provisions of the Privacy Rules or other applicable federal or state privacy laws, the Business Associate shall inform the District Privacy Official or the agency Privacy Officer of the imposition of sanctions.

6. Obligations of the Covered Entity

- a. The Covered Entity shall notify the Business Associate of any limitation(s) in its Notice of Privacy Practices of the Covered Entity in accordance with 45 C.F.R. § 164.520, to the extent that such limitation may affect the use or disclosure of Protected Health Information by the Business Associate.
- b. The Covered Entity shall notify the Business Associate of any changes in, or revocation of, permission by the Individual to the use or disclosure of Protected Health Information, to the extent that such changes may affect the use or disclosure of Protected Health Information by the Business Associate.
- c. The Covered Entity shall notify the Business Associate of any restriction to the use or disclosure of Protected Health Information that the Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect the use or disclosure of Protected Health Information by the Business Associate.

7. Permissible Requests by Covered Entity

Covered Entity shall not request the Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by the Covered Entity.

8. Representations and Warranties.

The Business Associate represents and warrants to the Covered Entity:

- a. That it is duly organized, validly existing, and in good standing under the laws of the jurisdiction in which it is organized or licensed, it has the full power to enter into this HIPAA Compliance Clause and it, its employees, agents, subcontractors, representatives and members of its workforce are licensed and in good standing with the applicable agency, board, or governing body to perform its obligations hereunder, and that the performance by it of its obligations under this HIPAA Compliance Clause has been duly authorized by all necessary corporate or other actions and will not violate any provision of any license, corporate charter or bylaws;
- b. That it, its employees, agents, subcontractors, representatives and members of its workforce are in good standing with the District of Columbia, that it, its employees, agents, subcontractors, representatives and members of its workforce will submit a letter of good standing from the District of Columbia, and that it, its employees, agents, subcontractors, representatives and members of its workforce have not been de-barred from being employed as a contractor by the federal government or District of Columbia;
- c. That neither the execution of this HIPAA Compliance Clause, nor its performance hereunder, will directly or indirectly violate or interfere with the terms of another agreement to which it is a party, or give any governmental entity the right to suspend, terminate, or modify any of its governmental authorizations or assets required for its performance hereunder. The Business Associate represents and warrants to the Covered Entity that it will not enter into any agreement the execution or performance of which would violate or interfere with this HIPAA Compliance Clause;
- d. That it is not currently the subject of a voluntary or involuntary petition in bankruptcy, does not currently contemplate filing any such voluntary petition, and is not aware of any claim for the filing of an involuntary petition;
- e. That all of its employees, agents, subcontractors, representatives and members of its workforce, whose services may be used to fulfill obligations under this HIPAA Compliance Clause are or shall be appropriately informed of the terms of this HIPAA Compliance Clause and are under legal obligation to the Business Associate, by contract or otherwise, sufficient to enable the Business Associate to fully comply with all provisions of this HIPAA Compliance Clause; provided that modifications or limitations that the Covered Entity has agreed to adhere to with

regard to the use and disclosure of Protected Health Information of any individual that materially affects or limits the uses and disclosures that are otherwise permitted under the Privacy Rule will be communicated to the Business Associate, in writing, and in a timely fashion;

- f. That it will reasonably cooperate with the Covered Entity in the performance of the mutual obligations under this Agreement;
- g. That neither the Business Associate, nor its shareholders, members, directors, officers, agents, subcontractors, employees or members of its workforce have been excluded or served a notice of exclusion or have been served with a notice of proposed exclusion, or have committed any acts which are cause for exclusion, from participation in, or had any sanctions, or civil or criminal penalties imposed under, any federal or District healthcare program, including but not limited to Medicare or Medicaid, or have been convicted, under federal or District law (including without limitation following a plea of *nolo contendere* or participation in a first offender deferred adjudication or other arrangement whereby a judgment of conviction has been withheld), of a criminal offense related to (a) the neglect or abuse of a patient, (b) the delivery of an item or service, including the performance of management or administrative services related to the delivery of an item or service, under a federal or District healthcare program, (c) fraud, theft, embezzlement, breach of fiduciary responsibility, or other financial misconduct in connection with the delivery of a healthcare item or service or with respect to any act or omission in any program operated by or financed in whole or in part by any federal, District or local government agency, (d) the unlawful, manufacture, distribution, prescription or dispensing of a controlled substance, or (e) interference with or obstruction of any investigation into any criminal offense described in (a) through (d) above. The Business Associate further agrees to notify the Covered Entity immediately after the Business Associate becomes aware that any of the foregoing representations and warranties may be inaccurate or may become incorrect.

9. Term and Termination

- a. *Term.* The requirements of this HIPAA Compliance Clause shall be effective as of the date of the contract award, and shall terminate when all of the Protected Health Information provided by the Covered Entity to the Business Associate, or created or received by the Business Associate on behalf of the Covered Entity, is confidentially destroyed or returned to the Covered Entity within five (5) business days of its request, with the Protected Health Information returned in a format mutually agreed upon by and between the Privacy Official and/or Privacy Officer or his or her designee and the appropriate and duly authorized workforce member of the Business Associate; or, if it is infeasible to return or confidentially destroy the Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section and communicated to the Privacy Official or Privacy Officer or his or her designee.

- b. *Termination for Cause.* Upon the Covered Entity's knowledge of a material breach of this HIPAA Compliance Clause by the Business Associate, the Covered Entity shall either:
  - i. Provide an opportunity for the Business Associate to cure the breach or end the violation and terminate the Contract if the Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity;
  - ii. Immediately terminate the Contract if the Business Associate breaches a material term of this HIPAA Compliance Clause and a cure is not possible; or
  - iii. If neither termination nor cure is feasible, the Covered Entity shall report the violation to the Secretary.
  
- c. *Effect of Termination.*
  - i. Except as provided in paragraph (ii) of this section, upon termination of the Contract, for any reason, the Business Associate shall return in a **mutually agreed upon format or confidentially destroy** [*delete bolded material and insert negotiated terms and conditions if applicable*] all Protected Health Information received from the Covered Entity, or created or received by the Business Associate on behalf of the Covered Entity within five (5) business days of termination. This provision shall apply to Protected Health Information that is in the possession of ALL subcontractors, agents or workforce members of the Business Associate. The Business Associate shall retain no copies of Protected Health Information in any media form.
  - ii. In the event that the Business Associate determines that returning or destroying the Protected Health Information is infeasible, the Business Associate shall provide to the Covered Entity notification of the conditions that make the return or confidential destruction infeasible. Upon determination by the agency Privacy Officer that the return or confidential destruction of the Protected Health Information is infeasible, the Business Associate shall extend the protections of this HIPAA Compliance Clause to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or confidential destruction infeasible, for so long as the Business Associate maintains such Protected Health Information. The obligations outlined in Section 2. Obligations and Activities of Business Associate will remain in force to the extent applicable.

10. Miscellaneous

- a. *Regulatory References.* A reference in this HIPAA Compliance Clause to a section in the Privacy Rule means the section as in effect or as amended.

- b. *Amendment.* The Parties agree to take such action as is necessary to amend this HIPAA Compliance Clause from time to time as is necessary for the Covered Entity to comply with the requirements of the Privacy Rule and HIPAA. Except for provisions required by law as defined herein, no provision hereof shall be deemed waived unless in writing and signed by duly authorized representatives of the Parties. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any other right or remedy under this HIPAA Compliance Clause.
- c. *Survival.* The respective rights and obligations of the Business Associate under Section 9. Term and Termination of this HIPAA Compliance Clause and Sections 8 and 16 of the Standard Contract Provisions for use with the District of Columbia Government Supply and Services Contracts, effective November 2004, shall survive termination of the Contract.
- d. *Interpretation.* Any ambiguity in this HIPAA Compliance Clause shall be resolved to permit the Covered Entity to comply with applicable federal and District of Columbia laws, rules and regulations, and the Privacy Rule, and any requirements, rulings, interpretations, procedures, or other actions related thereto that are promulgated, issued or taken by or on behalf of the Secretary; provided that applicable federal and District of Columbia laws, rules and regulations shall supersede the Privacy Rule if, and to the extent that they impose additional requirements, have requirements that are more stringent than or provide greater protection of patient privacy or the security or safeguarding of Protected Health Information than those of HIPAA and its Privacy Rule.

The terms of this HIPAA Compliance Clause amend and supplement the terms of the Contract, and whenever possible, all terms and conditions in this HIPAA Compliance Clause are to be harmonized. In the event of a conflict between the terms of the HIPAA Compliance Clause and the terms of the Contract, the terms of this HIPAA Compliance Clause shall control; provided, however, that this HIPAA Compliance Clause shall not supersede any other federal or District of Columbia law or regulation governing the legal relationship of the Parties, or the confidentiality of records or information, except to the extent that the Privacy Rule preempts those laws or regulations. In the event of any conflict between the provisions of the Contract (as amended by this HIPAA Compliance Clause) and the Privacy Rule, the Privacy Rule shall control.

- e. *No Third-Party Beneficiaries.* The Covered Entity and the Business Associate are the only parties to this HIPAA Compliance Clause and are the only parties entitled to enforce its terms. Except for the rights of Individuals, as defined herein, to access to and amendment of their Protected Health Information, and to an accounting of the uses and disclosures thereof, in accordance with Paragraphs (2)(f), (g) and (j), nothing in the HIPAA Compliance Clause gives, is intended to give, or shall be construed to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name herein and expressly

described as intended beneficiaries of the terms of this HIPAA Compliance Clause.

- f. *Compliance with Applicable Law.* The Business Associate shall comply with all federal, District of Columbia laws, regulations, executive orders and ordinances, as they may be amended from time to time during the term of this HIPAA Compliance Clause and the Contract, to the extent they are applicable to this HIPAA Compliance Clause and the Contract.
- g. *Governing Law and Forum Selection.* This Contract shall be construed broadly to implement and comply with the requirements relating to the Privacy Rule, and other applicable laws and regulations. All other aspects of this Contract shall be governed under the laws of the District of Columbia. The Covered Entity and the Business Associate agree that all disputes which cannot be amicably resolved by the Covered Entity and the Business Associate regarding this HIPAA Compliance Clause shall be litigated by and before the District of Columbia Contract Appeals Board, the District of Columbia Court of Appeals, or the United States District Court for the District of Columbia having jurisdiction, as the case may be. The Covered Entity and the Business Associate expressly waive any and all rights to initiate litigation, arbitration, mediation, negotiations and/or similar proceedings outside the physical boundaries of the District of Columbia and expressly consent to the jurisdiction of the above tribunals.
- h. *Indemnification.* The Business Associate shall indemnify, hold harmless and defend the Covered Entity from and against any and all claims, losses, liabilities, costs, and other expenses incurred as a result or arising directly or indirectly out of or in connection with (a) any misrepresentation, breach of warranty or non-fulfillment of any undertaking of the Business Associate under this HIPAA Compliance Clause; and (b) any claims, demands, awards, judgments, actions and proceedings made by any person or organization, arising out of or in any way connected with the performance of the Business Associate under this HIPAA Compliance Clause.
- i. *Injunctive Relief.* Notwithstanding any rights or remedies under this HIPAA Compliance Clause or provided by law, the Covered Entity retains all rights to seek injunctive relief to prevent or stop the unauthorized use or disclosure of Protected Health Information by the Business Associate, its workforce, any of its subcontractors, agents, or any third party who has received Protected Health Information from the Business Associate.
- j. *Assistance in litigation or administrative proceedings.* The Business Associate shall make itself and any agents, affiliates, subsidiaries, subcontractors or its workforce assisting the Business Associate in the fulfillment of its obligations under this HIPAA Compliance Clause and the Contract, available to the Covered Entity, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against the Covered Entity, its directors, officers or employees based upon claimed violation of HIPAA, the

Privacy Rule or other laws relating to security and privacy, except where the Business Associate or its agents, affiliates, subsidiaries, subcontractors or its workforce are a named adverse party.

- k. *Notices.* Any notices between the Parties or notices to be given under this HIPAA Compliance Clause shall be given in writing and delivered by personal courier delivery or overnight courier delivery, or by certified mail with return receipt requested, to the Business Associate or to the Covered Entity, to the addresses given for each Party below or to the address either Party hereafter gives to the other Party. Any notice, being addressed and mailed in the foregoing manner, shall be deemed given five (5) business days after mailing. Any notice delivered by personal courier delivery or overnight courier delivery shall be deemed given upon notice upon receipt.

If to the Business Associate, to

If to the DHS/IMA, to

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Attention:

Attention:

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Fax: \_\_\_\_\_

Fax: \_\_\_\_\_  
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- l. *Headings.* Headings are for convenience only and form no part of this HIPAA Compliance Clause and shall not affect its interpretation.
- m. *Counterparts; Facsimiles.* This HIPAA Compliance Clause may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile copies hereof shall be deemed to be originals.
- n. *Successors and Assigns.* The provisions of this HIPAA Compliance Clause shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns, if any.
- o. *Severance.* In the event that any provision of this HIPAA Compliance Clause is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of this HIPAA Compliance Clause will remain in full force and effect. In addition, in the event a Party believes in good faith that any provision of this HIPAA Compliance Clause fails to comply with the then-current requirements of the Privacy Rule, such party shall notify the other Party in writing, in the manner set forth in Section 10. Miscellaneous, Paragraph k. Notices. Within ten (10) business days from receipt of notice, the Parties shall address in good faith such concern and amend the terms of this HIPAA Compliance Clause, if necessary to bring it into compliance. If, after thirty (30) days, the HIPAA Compliance Clause fails to comply with the Privacy Rule, then

either Party has the right to terminate this HIPAA Compliance Clause upon written notice to the other Party.

- p. *Independent Contractor.* The Business Associate will function as an independent contractor and shall not be considered an employee of the Covered Entity for any purpose. Nothing in this HIPAA Compliance Clause shall be interpreted as authorizing the Business Associate workforce, its subcontractor(s) or its agent(s) or employee(s) to act as an agent or representative for or on behalf of the Covered Entity.

*Entire Agreement.* This HIPAA Compliance Clause, as may be amended from time to time pursuant to Section 10. Miscellaneous, Paragraph b. Amendment, which incorporates by reference the Contract, and specific procedures from the District of Columbia Department of Health Privacy Policy Operations Manual, constitutes the entire agreement and understanding between the Parties and supersedes all prior oral and written agreements and understandings between them with respect to applicable District of Columbia and federal laws, rules and regulations, HIPAA and the Privacy Rule, and any rules, regulations, requirements, rulings, interpretations, procedures, or other actions related thereto that are promulgated, issued or taken by or on behalf of the Secretary.

## **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”) (Attachment J.2.5) are incorporated as part of the contract resulting from this solicitation. To obtain a copy of the SCP go to [www.ocp.dc.gov](http://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: \$2,000,000 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 (3<sup>rd</sup> Party Indemnity). The Contractor shall provide a 3<sup>rd</sup> 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.
- G. **CERTIFICATES OF INSURANCE**. The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Evidence of insurance shall be submitted to:

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

## **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.1.3** Subcontracting Plan

**J.2 INCORPORATED ATTACHMENTS** (*The following forms (except J.2.5, Standard Contract Provisions), located at [www.ocp.dc.gov](http://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

**J.2.5** Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts dated March 2007

### **APPENDICES**

Appendix A – Document Management Assessment

Appendix B – Overview of ACEDS

Appendix C – Overview of Existing IBM FileNet and Kofax Infrastructure

Appendix D – Desired Folder View of Case Data

Appendix E – Turnkey or “Out of the Box” Solution Questions

Appendix F – 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).

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**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:

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*(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.9.2(1) of this clause;
- (4) Notify such employees in writing in the statement required by section K.9.2(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.9.2(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.9.2(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.9.2(1) through K.9.2(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.9.2 or K.9.3 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 subcontractor, prior to execution of any contractual agreements, that the subcontractor 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 one or more contracts 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:

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

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

4	Proposed Solution – DIMS Implementation Services	<p>Provide a detailed plan for providing the services to design, develop, and implement a IBM FileNet/Kofax based application for DHS/IMA. Include the following, for each Phase:</p> <ul style="list-style-type: none"> <li>• Methodology</li> <li>• Key personnel and roles, with resumes illustrating specific experience with IBM FileNet and Kofax</li> <li>• Team organization chart</li> <li>• Key milestones</li> <li>• Test and Development Environment</li> <li>• Training Plan</li> <li>• Acceptance Test Plan</li> </ul>
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. Please include Appendix E questions for each turnkey or “out of the box” solution that is proposed.</p>
6	Required Forms	<p>All required forms and certifications:</p> <ul style="list-style-type: none"> <li>• Name, address, telephone number and federal tax identification number of offeror;</li> <li>• A copy of each District of Columbia license, registration or certification that the offeror is required by law to obtain.</li> <li>• Evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the contract.</li> <li>• Acknowledgement of amendments.</li> <li>• Subcontract Plan (J.1.2)</li> <li>• Incorporated Attachments from Section J2.</li> </ul>
7	Price Section (Separate Binder)	<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</p>

		conversion services, break any separate costs for shipping, document prep, hosting, etc.
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**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, Thursday, February 11, 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 eight (8) days prior to the closing date and time indicated for this solicitation. The District will not consider any questions received less than eight (8) 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 4<sup>th</sup> 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 OPTIONS**

The offeror shall include option prices in its DIMS price/cost proposal. An offer may be determined to be unacceptable if it fails to include option 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 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.15 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.16 LEGAL STATUS OF OFFEROR**

Each proposal must provide the following information:

**L.16.1** Name, address, telephone number and federal tax identification number of offeror;

**L.16.2** 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.16.3** 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.17 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.18 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.18.1** Evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the contract.

**L.18.2** 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.18.3** Evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them.

**L.18.4** Evidence of compliance with the applicable District licensing and tax laws and regulations.

**L.18.5** Evidence of a satisfactory performance record, record of integrity and business ethics.

**L.18.6** Evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them.

**L.18.7** Evidence of other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations

**L.18.8** 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.19 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 4<sup>th</sup> 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](http://www.ocp.dc.gov).

**L.20 HAND DELIVERY OR MAILING OF PROPOSAL**

Office of Contracting and Procurement  
Bid Room  
441 4<sup>th</sup> 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:

<b><u>Numeric Rating</u></b>	<b><u>Adjective</u></b>	<b><u>Description</u></b>
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 for DIMS and Conversion Services will be separately 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)**

**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.

Technical Evaluation Factors	Points
Factor A - IBM FileNet and Kofax Expertise	15
Factor B - Proposed Methodology	15
Factor C - References	15
Factor D – Past Performance and Experience	10
Factor E - Project Team	10
Factor F - Proposed Schedule	10
<b>Total</b>	<b>75</b>

**M.4A.1.1 Factor A – IBM FileNet/Kofax Expertise (15 Points)**

- M.4A.1.1.1 This evaluation factor considers the specific expertise related to deployment of IBM FileNet and Kofax application in similar projects within the past three (3) years.
- M.4A.1.1.2 This factor will be evaluated on the toolset, technical approach, and demonstrated viability of the proposed technical solution, based on a clear and thorough understanding of the capabilities of the tools proposed. Contractors with a proven track record of experience with the proposed toolset will be rated higher.

**M.4A.1.2 Factor B – Proposed Methodology (15 Points)**

- M.4A.1.2.1 This evaluation factor considers the proposed methodology proposed for this project, including project management, design, deployment, training, documentation, and ongoing support.
- M.4A.1.2.2 This factor will be evaluated based the completeness of the proposed methodology and its match to the Functional Requirements in Section C. The proposed methodology must demonstrate how the Contractor intends to complete the project and all deliverables successfully, within the desired timeframes. Approaches that minimize the need for custom programming will be rated higher.

**M.4A.1.3 Factor C – References (15 Points)**

- M.4A.1.3.1 This evaluation factor considers the extent of the “corporate” (i.e. organizational) experience of Offeror itself within the last five (5) years in successfully delivering projects of comparable scope, size/duration, client type, requirements and complexity to this contract, specifically using IBM FileNet and Kofax products.
- M.4A.1.3.2 The Offeror provides a list of three (3) previous contracts for which the Offeror provided identical or similar work within the last five years. 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.

**M.4A.1.4 Factor D – Past Performance and Experience (10 Points)**

M.4A.1.4.1 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.1.4.2 This factor considers the extent of the Offeror’s past performance within the last five (5) years, in achieving a high degree of customer satisfaction. Evaluation of this factor will be based on 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.1.5 Factor E – Proposed Project Team (10 Points)**

M.4A.1.5.1 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.1.5.2 This factor will be evaluated on the specific skill sets of the proposed project team. Each key team member must provide the required specific expertise in IBM FileNet and Kofax deployments, based on their project role.

**M.4A.1.6 Factor F – Proposed Schedule (10 Points)**

M.4A.1.6.1 This evaluation factor considers the proposed schedule. The DIMS implementation Phase I is desired to be completed within 6 months or less from contract award. Phase II is desired to be completed within 3 months from the start of this Phase.

M.4A.1.6.2 This factor will be evaluated based on the completeness of the provided project plan, including all major tasks and subtasks, including dependencies and critical path items. This plan must demonstrate how the Contractor will meet the desired schedule to complete the project successfully.

**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:

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

**NOTE: Offerors should consider that, as stated in section B.4.2 of the RFP, under certain conditions, the District may elect to not award CLINs 0002 and/or 0003, Licenses for IBM FILENET and KOFAX, respectively, and, in that event will not evaluate the prices for the License(s) that will not be awarded.**

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

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

**M.4B CONVERSION SERVICES**

**M.4B.1 TECHNICAL CRITERIA (Total 75 Points)**

**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.

Technical Evaluation Factors	Points
Factor A - Proposed Methodology	15
Factor B - Facility/HIPAA Compliance	15
Factor C - References	15
Factor D – Past Performance and Experience	10
Factor E - Project Team	10
Factor D - Proposed Schedule	10
<b>Total</b>	<b>75</b>

**M.4B.1.1 Factor A – Proposed Methodology (15 Points)**

M.4B.1.1.1 This evaluation factor considers the offeror’s proposed methodology for this project, including project management, design, deployment, training, documentation, and ongoing support.

M.4B.1.1.2 This factor will be evaluated based the completeness of the methodology and its match to the Functional Requirements in Section C. The methodology must demonstrate how the Contractor intends to complete the project and all deliverables successfully, within the desired timeframes. Approaches that minimize the need for additional resources on the part of DHS will be rated higher.

**M.4B.1.2 Factor B – Facility/HIPAA Compliance (15 Points)**

M.4B.1.2.1 This evaluation factor considers the specific facility and complete environment proposed for the conversion.

M.4B.1.2.2 This factor will be evaluated on the degree of match to specific requirements, including full HIPAA compliance. This includes physical security, proposed scanning, indexing, and quality assurance equipment, staffing, and delivery. Pre-existing facilities and staff, to include capacity to perform this job as rapidly as possible, with a minimum of start-up time, will be rated more highly.

**M.4B.1.3 Factor C – References (15 Points)**

M.4B.1.3.1 This evaluation factor considers the extent of the “corporate” (i.e. organizational) experience of Offeror itself within the last five (5) years in successfully delivering projects of comparable scope, size/duration, client type, requirements and complexity to this contract, specifically conversions of large volume document collections.

M.4B.1.3.2 The Offeror provides a list of three (3) previous contracts for which the Offeror provided identical and similar work within the last five years. 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.

**M.4B.1.4 Factor D – Past Performance and Experience (10 Points)**

M.4B.1.4.1 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.4B.1.4.2 This factor considers the extent of the Offeror’s past performance within the last five (5) years, in achieving a high degree of customer satisfaction. Evaluation of this factor will be based on 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.4B.1.5 Factor E – Proposed Project Team (10 Points)**

M.4B.1.5.1 This evaluation factor considers the education, experience, knowledge, past performance, necessary skills and expertise of the key personnel directly assigned to the project.

M.4B.1.5.2 This factor will be evaluated on the specific skill sets of the proposed project team. Each key team member must provide the required specific expertise in conversions, based on their project role. Experience with export to IBM FileNet is a key factor.

**M.4B.1.6 Factor F – Proposed Schedule (10 Points)**

M.4B.1.6.1 This evaluation factor considers the proposed schedule. The Conversion Services project is desired to be completed within 12 months or less.

M.4B.1.6.2 This factor will be evaluated based on the completeness of the provided project plan, including all major tasks and subtasks, including dependencies and critical path items. This plan must demonstrate how the Contractor will meet the desired schedule to complete the project successfully. Schedules that target completion in twelve months or less will be rated higher.

**M.4B.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 bids will receive a proportionately lower total score. The following formula will be used to determine each Offeror's evaluated price score:

$$\frac{\text{Lowest Price Proposal}}{\text{Price of Proposal Being Evaluated}} \times 25 = \text{Evaluated Price Score}$$

**NOTE: Offerors should consider that, as stated in section B.4.1 of the RFP, under certain conditions, the District may elect to not award CLINs 0011 and 0012, Hosting Services, and, in that event will not evaluate the prices for the Hosting Services that will not be awarded.**

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

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

**M.5 [NOT USED]**

**M.6 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 offers 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 Application of Preferences**

For evaluation purposes, the allowable preferences under the Act for this procurement are as follows:

**M.6.1.1** Any prime contractor that is a small business enterprise (SBE) certified by the Department of Small and Local Business Development (DSLBD) will receive three (3) points for an offer submitted by the SBE in response to this Request for Proposal (RFP).

**M.6.1.2** Any prime contractor that is a resident-owned business (ROB) certified by the SLBOC or the DSLBD, as applicable, will receive five (5) points for an offer submitted by the ROB in response to this RFP.

**M.6.1.3** Any prime contractor that is a longtime resident business (LRB) certified by DSLBD will receive ten (10) points for an offer submitted by the LRB in response to this RFP.

**M.6.1.4** Any prime contractor that is a local business enterprise (LBE) certified by DSLBD will receive two (2) points for an offer submitted by the LBE in response to this RFP.

**M.6.1.5** Any prime contractor that is a local business enterprise with its principal office located in an enterprise zone (DZE) certified by DSLBD will receive two (2) points for an offer submitted by the DZE in response to this RFP.

**M.6.1.6** Any prime contractor that is a disadvantaged business enterprise (DBE) certified by DSLBD will receive two (2) points for an offer submitted by the DBE in response to this RFP.

**M.6.2** **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 twelve (12) points for offers submitted in response to this RFP. There will be no preference awarded for subcontracting by the prime contractor with certified business enterprises.

**M.6.3** **Preferences for Certified Joint Ventures**

When DSLBD 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.6.4** **Vendor Submission for Preferences**

**M.6.4.1** Any vendor seeking to receive preferences on this solicitation must submit at the time of, and as part of its bid, the following documentation, as applicable to the preference being sought:

**M.6.4.1.1** Evidence of the vendor's or joint venture's certification by DSLBD as an SBE, LBE, DBE, DZE, LRB or ROB, to include a copy of all relevant letters of certification from the DSLBD; or

**M.6.4.1.2** 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.6.4.2** 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.6.4.3** All vendors are encouraged to contact the DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

**M.6.5** **Mandatory Subcontracting Requirement**

**M.6.5.1** At least 35% of the dollar volume of the contract shall be subcontracted to certified small business enterprises.

**M.6.5.2** If there are insufficient qualified SBEs to completely fulfill the subcontracting requirement of the preceding paragraph, then the subcontracting requirement 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 SBEs are significant participants in the overall subcontracting work.

**M.6.6** **Certified Business Enterprise Prime Contractor Performance Requirements**

**M.6.6.1** If a certified business enterprise is selected as a prime contractor and is granted a price reduction pursuant to the Act, that certified business enterprise prime contractor shall perform at least 35% of the contracting effort with its own organization and resources.

**M.6.6.2** If the total of the contracting effort, proposed to be performed by the certified business enterprise is less than the amount required by the preceding paragraph, then the certified business enterprise shall not be eligible to receive preference points or a price reduction for a period of not less than two years.

**M.6.7** **Prime Contractor Performance Requirements Applicable to Joint Ventures**

**M.6.7.1** If a certified joint venture is selected as a prime contractor and is granted a price reduction pursuant to the Act, the certified business enterprise partner of the joint venture shall perform at least 50% of the contracting effort with its own organization.

**M.6.7.2** If the total of the contracting effort proposed to be performed by the certified business enterprise is less than the amount required by the preceding paragraph, then the certified business enterprise shall not be eligible to receive preference points or a price reduction for a period of not less than two years.

**M.6.8 Subcontracting Plan**

Any prime contractor responding to this solicitation shall submit with its proposal, a notarized statement detailing its subcontracting plan (Attachment J.2.5). Proposals responding to this RFP shall be deemed nonresponsive and shall be rejected if the bidder fails to submit a subcontracting plan that is required by this solicitation. Once the plan is approved by the Contracting Officer, changes 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.6.8.1** 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.6.8.2** A statement of the dollar value of the bid that pertains to the subcontracts to be performed by the SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;

**M.6.8.3** The names and addresses of all proposed subcontractors who are SBEs or, if insufficient SBEs are available, who are certified business enterprises;

**M.6.8.4** 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.6.8.5** 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.6.8.6** 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.6.8.7** 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.6.8.8** 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.6.8.9** 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.6.9 Compliance Reports**

By the 21<sup>st</sup> 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.6.9.1** The dollar amount of the contract or procurement;

**M.6.9.2** A brief description of the goods procured or the services contracted for;

**M.6.9.3** The name and address of the business enterprise from which the goods were procured or services contracted;

**M.6.9.4** Whether the subcontractors to the contract are currently certified business enterprises;

**M.6.9.5** The dollar percentage of the contract or procurement awarded to SBEs, or if insufficient SBEs, to other certified business enterprises;

**M.6.9.6** A description of the activities the contractor engaged in, in order to achieve the subcontracting requirements set forth in section M.5.5; and

**M.6.9.7** 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.5.5.

**M.6.10 Enforcement and Penalties for Breach of Subcontracting Plan**

**M.6.10.1** 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.6.10.2** 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 to be used as information about the project and context and is not to be considered as specific requirements or recommendations. Section C contains the specific requirements for this procurement.

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.

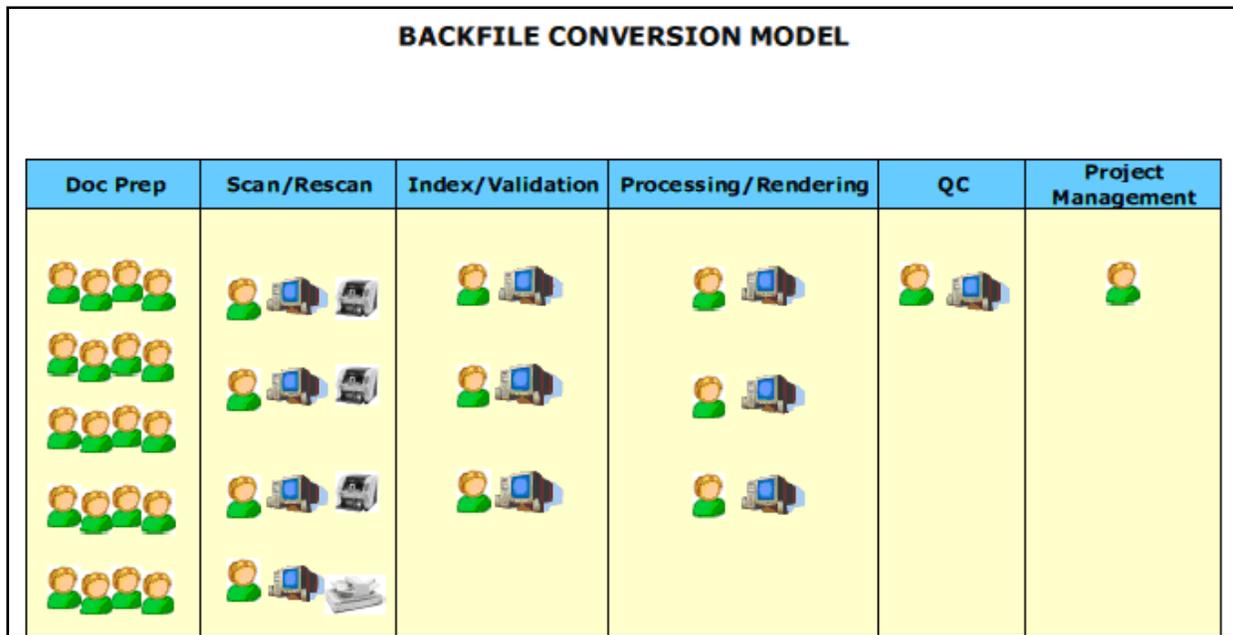
7. Overall Business Process is Inefficient – SSR's and SSA's have indicated that they average between 50 and 75% inefficiency in their daily activities while handling between 500 and 1000 cases a month. This translates to poor customer service, longer customer wait times, lost and/or inaccurate case files, multiple phone calls from angry customers, and poor workplace morale.

### ***Summary of Recommendations***

*Note: These are recommendations from the consultants and do not represent hard requirements for this procurement. Section C contains the specific requirements for this procurement. Also note that the enterprise platform is already in place, consisting of IBM FileNet and Kofax.*

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.
- 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.



- 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 business process management 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 a 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).

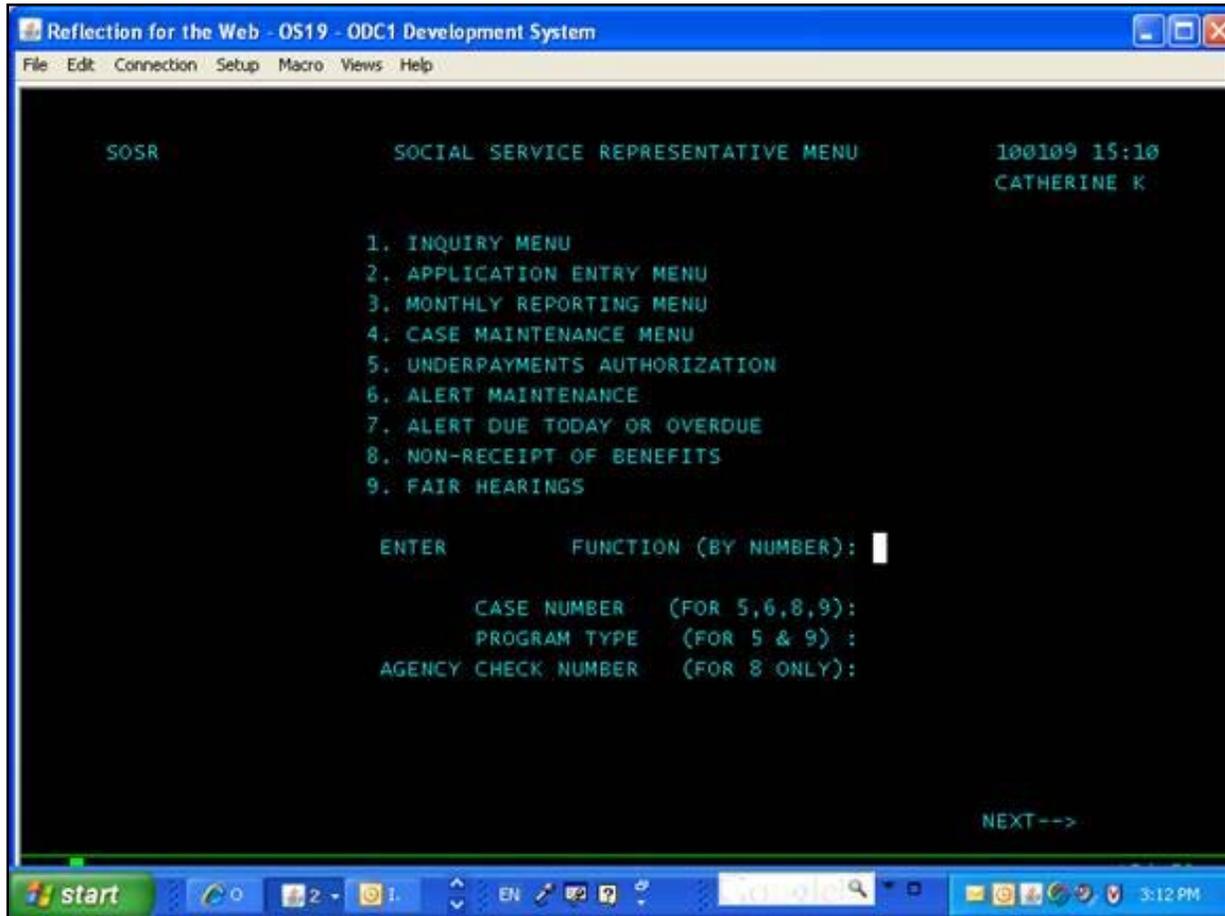
The ACEDS was originally designed and developed by the DHS in the early 1990s with the assistance of a contractor and significant enhanced federal funding. It was fully implemented in August 1993. The ACEDS currently supports approximately 2,000 on-line users. IMA staff utilize the system to determine 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.

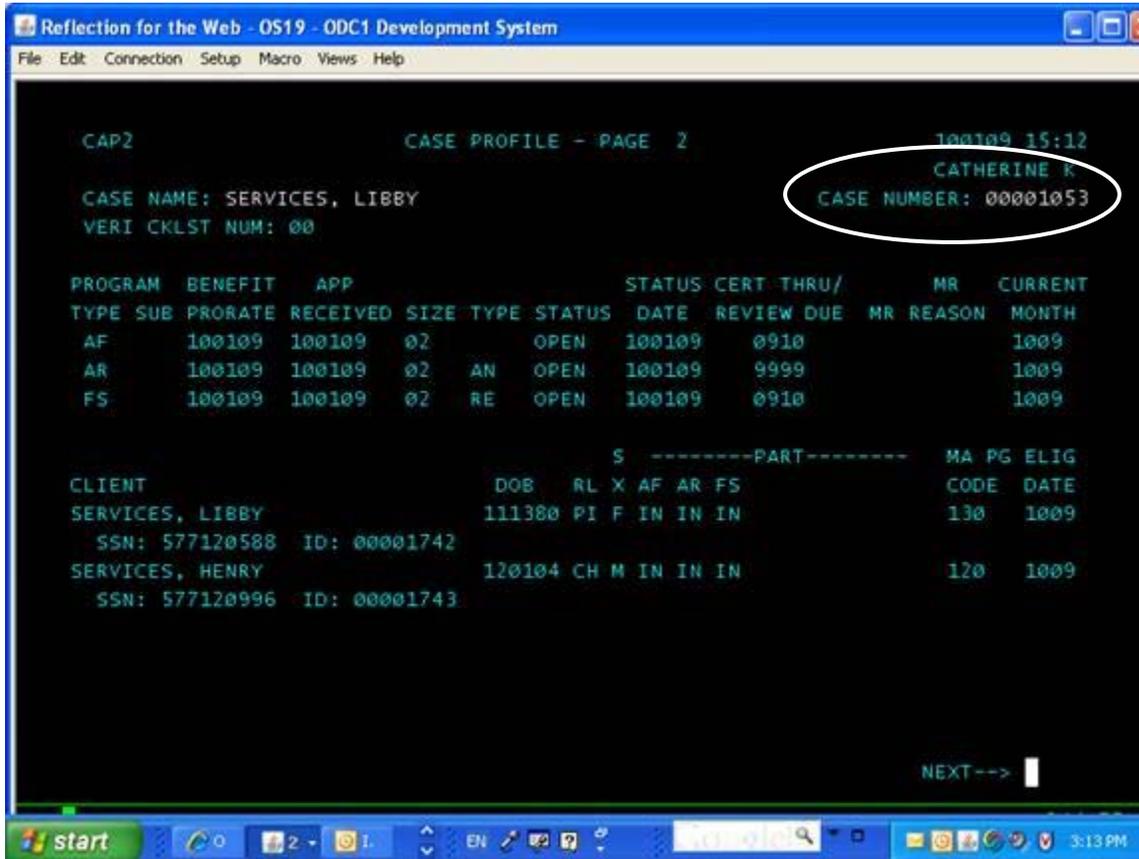
Users access the application from PCs running Windows XP. The terminal emulator software is Reflection for the Web from Attachmate, version 9.01.35.560.

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.



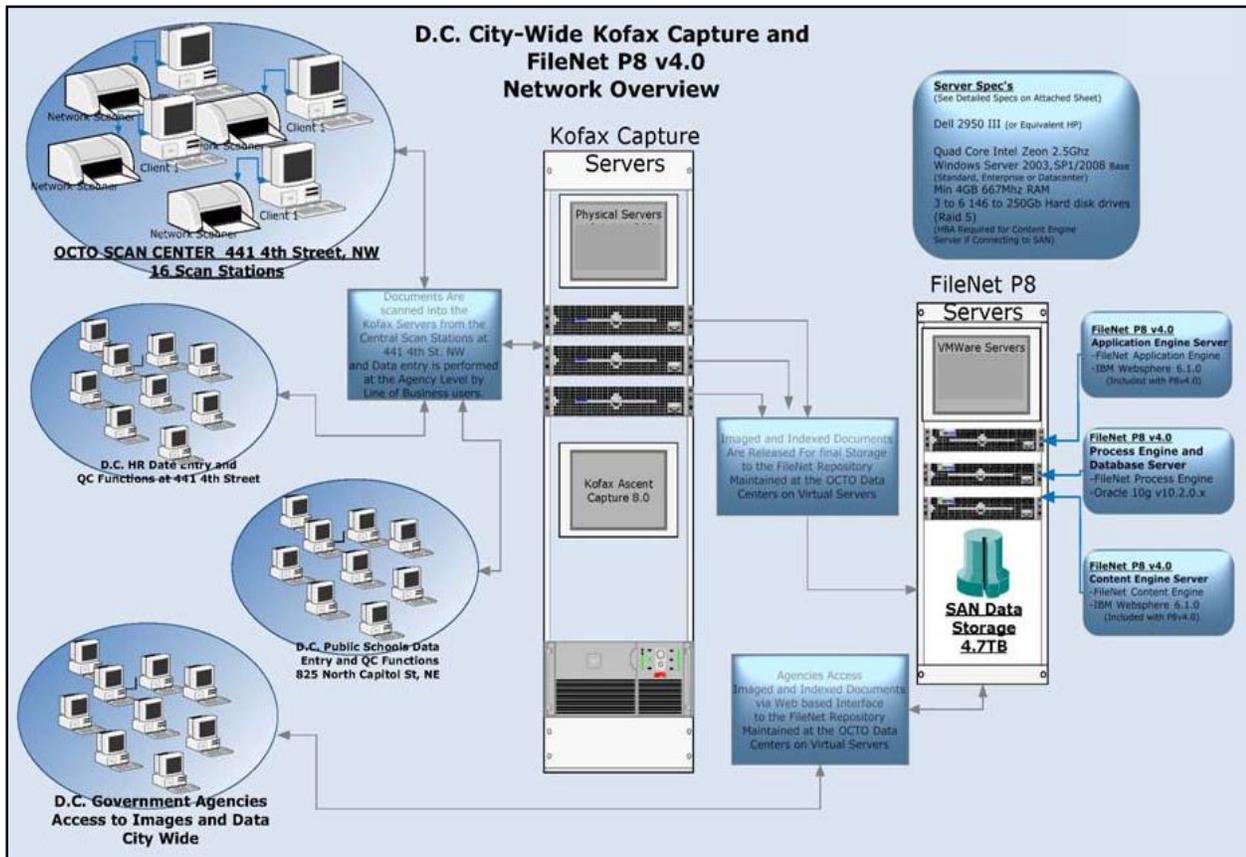
The following screen shot is the primary Case Profile Screen. It is envisioned that this screen would be image-enabled using Case Number. Each case file is unique to a Case Number. IMA will provide programmatic support in the development of the link between the DIMS and the legacy system as well as whatever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



## APPENDIX C – OVERVIEW OF EXISTING IBM 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 IBM FileNet such that ACEDS users can retrieve documents directly from the ACEDS interface.



### Standards for Development

TECHNOLOGY	STANDARD	Version
Database	Oracle	10g
Development Platform	Java	
Application Engine	WebSphere	6.1.0

Solicitation No. DCTO-2010-R-0036 (Revised)  
Document Imaging Management System

Middleware	WebSphere MQ	6.1.0
Server	DELL 2950 D	
Server OS	Microsoft Windows Server2003	
Virtualization	VMWare	
Content Management	Content Engine	4.0
	Process Engine	4.0
Capture	KOFAX	8.0

## **APPENDIX D – DESIRED CASE MANAGEMENT INTERFACE**

DIMS Phase I includes design and development of a case management user interface. This interface is envisioned as an intuitive, easy to use interface that allows users to navigate through a case file that may be 100 pages or more. Contractors are encouraged to propose a design for this approach in their proposals, based on best practices and their experience with other case management or Social Services applications.

Solutions that require minimal custom development to configure and deploy are favored.

Any required development shall incorporate the standards described in Appendix C.

### APPENDIX E – TURNKEY OR “OUT OF THE BOX” SOLUTION QUESTIONS

Vendors are encouraged to propose solutions or components that already exist or which have been deployed in similar Department of Human Services solutions, in order to limit the amount of custom development required. For each proposed component or solution, please fill out the following questions and submit with your proposal.

<b>Turnkey Solution</b>		
<b>Component</b>	<b>Yes</b>	<b>No</b>
Project Analysis		
Scan & Index Service		
Bulk Import Service		
Bulk Import Utility		
Out-of-Box Solution		
Custom User Interface		
Integration Services		
Process Design Service		
Implementation Service		

1. Please describe any responses above where the Contractor provides an Out-of-Box solution:

<b>Description</b>

2. How long has the current version of the proposed software been in production?

<b>Description</b>

3. Will the Contractor provide all periodic enhancements to the software at no additional charge, beyond the annual support agreement?

<b>YES</b>	<b>NO</b>

4. Please describe the frequency of major and minor releases

<b>Release Schedule</b>

5. The City requests that the Contractor agrees to a one year warranty. The warranty period would start on the day of final approval for payment, after the system is installed and functioning properly, and after the City’s authorized representative and consultants have

tested and approved the system. Will the Contractor agree with this condition? (please check one)

<b>YES</b>	<b>NO</b>

6. If the Contractor does not agree, what is the longest time that the Contractor would agree to an "on-site" warranty?

<b>Duration</b>

7. If the City purchases software from the Contractor, will a copy of the source code be provided? (please check one)

<b>YES</b>	<b>NO</b>

8. If not, will the source code be placed in escrow? (please check one)

<b>YES</b>	<b>NO</b>

9. Are all items quoted F.O.B. delivered, freight prepaid and allowed? (please check one)

<b>YES</b>	<b>NO</b>

10. Does the proposing Contractor have a toll-free support line? (if Yes, please describe if it is through the reseller or through the product manufacturer)

<b>YES</b>	<b>NO</b>

<b>Description</b>

11. Does the Contractor have a User Group? (if Yes, please describe if it is through the reseller or through the product manufacturer)

<b>YES</b>	<b>NO</b>

<b>Description</b>
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12. How many fully operational installations has the Contractor completed as follows:

<b>Local units of government</b>	<b>LOCAL</b>	<b>NATIONAL</b>
City		
Counties		
100,000 population		

## APPENDIX F – 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

Amendment No. 003 - Attachment I

<p>1. What are the multiple image formats?</p>	<p>All scanned images will be stored as multipage TIFF with Group 4 compression. The features of the standard FileNet viewer are required. See revised C.3A.1.4.</p>
<p>2. Can we embed href tags in the ACEDS system? If not, then does the terminal emulator software support data exchange, something like DDE(Dynamic Data Exchange)?</p>	<p>Offerors are asked to propose the most effective integration approach between FileNet and ACEDS based on their experience and best practices. Offerors shall incorporate the standards described in Appendix C in their integration approach. Offerors are encouraged to propose solutions that minimize custom development. If turnkey or "out of the box" components or solutions are proposed, please review and respond to the requirements in Appendix E.</p>
<p>3. Can we get more details about the desired DIMS UI. Do the tabs correspond to the ten document types? The RFP does say "It is anticipated that these 10 groupings will represent the tabs in the "tabbed folder" view, but the screenshot in the RFP shows the label for all tabs except one, as "ClientID". Can we confirm that the screenshot is just illustrative and the tabs do correspond to the doc types?</p>	<p>The screen shot has been removed as a requirement. Offerors are encouraged to propose a user interface based on their experience with similar Social Services and/or case management solutions. Solutions that involve a minimum of custom software development are favored. See revised Appendix D.</p>
<p>4. Is there a preferred font style (e.g. Times New Roman, Arial) for the proposal responses?</p>	<p>No. However, proposals shall be typewritten in 12 point font size on 8.5" by 11" bond paper.</p>
<p>5. Is the government planning on awarding a resulting contract as firm fixed price or as a time and material contract?</p>	<p>The DIMS implementation will be a fixed price contract. The conversion will be based on actual volume on a per image basis. Hosting will be based on monthly volume using the agreed upon unit (GB, User, etc.)</p>
<p>6. Reference RFP page 50, Incorporated Attachments: Should the incorporated attachments (e.g. EEO Information &amp; Mayor's Order 85-85, Tax Certification Affidavit, First Source Employment Agreement and <b>Cost Price Data Package</b>) be submitted with the technical proposal response or price proposal response?</p>	<p>All incorporated attachments, with the exception of the Cost Price Data Package, should be submitted with the offeror's technical proposal. The Cost Price Data Package should be submitted with the offeror's price proposal.</p>
<p>7. Reference RFP page 1, Solicitation, Offer, and Award form: Should the Solicitation, Offer and Award form be submitted with the offeror's technical or price response?</p>	<p>RFP page 1, Solicitation, Offer, and Award form, should be signed by an authorized representative of the offeror's firm and submitted with the offeror's technical proposal.</p>
<p>8. Reference RFP page 64, Acknowledgement of Amendments: Should Amendments be included</p>	<p>Amendments should be included with the offeror's technical proposal.</p>

Amendment No. 003 - Attachment I

<p>with the technical proposal or price proposal response?</p>	
<p>9. Section F.1 Term of Contract states that "...development of DIMS shall be for a period of four months from date of award." However, Section B.2.2 DIMS states that, "it is desired to complete the Phase I within six months or less" and Section C.1A DIMS Development, Phase I, states "DIMS Phase I shall be developed using Kofax Ascent and FileNet and should be completed within six months". Please clarify the timeframe for the completion of DIMS Phase I.</p>	<p>See the same sections in revised solicitation for clarification.</p>
<p>10. 10) Please indicate the timeframe for the completion of DIMS Phase II.</p>	<p>DIMS Phase I is expected to last approximately 6 months and DIMS Phase II is expected to last approximately 3 months. The total timeframe for the entire DIMS portion of this project is expected to last no more than 12 months.</p>
<p>11. Section L.1.1, Most Advantageous to the District, states "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."</p>	<p>The District intends to award one or more contracts. This correction is reflected in the revised solicitation.</p>
<p>12. Section L.2 Proposal Form, Organization and Content, states that "one original and four copies of the written proposals shall be submitted in tow parts, 'Technical Proposal' and 'Price Proposal.'" However Section L.2.1 Proposal Format, lists both technical and price proposal content. Should offeror's submit the price and technical responses in one combined response or should these be separated into two separate responses as indicated in Section L.2? Please clarify.</p>	<p>Technical and price proposals should be separately bound into two separate responses.</p>
<p>13. Are there any page limitations to the proposal response or proposal response sections?</p>	<p>No</p>
<p>14. If a certified small business holds a Certified Business Enterprise (CBE) certification within the</p>	<p>The revised solicitation includes a 35% certified small business subcontract requirement. Therefore, the prime, whether CBE or non-CBE must subcontract</p>

Amendment No. 003 - Attachment I

<p>District and subcontracts to a non-CBE business, is the prime CBE subject to the clause stated in Section M.6.1 Subcontracting Requirements? This clause states that "At least 35% of the dollar volume shall be subcontracted to certified small business enterprises." Please clarify.</p>	<p>35% of the dollar volume to a certified small business enterprise.</p>
<p>15. Would the government consider an extension to the submission date?</p>	<p>The proposal due date has been extended to 2:00pm local time, Thursday, February 11, 2010.</p>
<p>16. Sections B.2.2 and F.1 - Please clarify if the desire is to have Phase I implemented within 6 months as described on page 6 or 4 months as requested on page 26?</p>	<p>See response to Question #10 above.</p>
<p>17. Section F.2 - Please clarify the total term of contract on page 26. Is the total term of contract 12 months from date of award for both Phase I and Phase II?</p>	<p>The term of the contract for DIMS implementation includes both Phase I and Phase II.</p>
<p>18. How long does DHS envision for the Phase I Pilot phase?</p>	<p>The DIMS portion of this contract includes Phase I and Phase II. Together, they may not exceed 12 months. Conversion consists of a Pilot Phase and a Production Phase. Together, they may not exceed 24 months and the desired time period for conversion is 12 months or less.</p>
<p>19. Section C.3A.7.2 - Will DHS provide the training facilities for the end user training that the vendor will provide as described on page 14? Please describe the DHS training facilities, number of student seats, and the equipment that will be provided by DHS.</p>	<p>This section of the RFP is being revised to reflect that the contractor will only be responsible for Train-the-Trainer instruction for specified staff in specific subject areas. Training facilities will be provided by DHS. Each of the two classrooms can accommodate 13-14 students. They are equipped with Pentium D (Dual Core) CPUs running at 2.80 GHz with 512 Mb RAM, 80 GB Hard Drive and CD RW Optical Drive. The classrooms will also be equipped with either a Fujitsu Color Scanner fi6140 or a Fujitsu Color Scanner fi6670.</p>
<p>20. Page 10 - What "multiple formats" does IMA staff expect to be able to view the images?</p>	<p>See response to Question #1 above.</p>
<p>21. Section C.3A.3.3 - Does the capability exist to export scanned documents from the enterprise system as requested on page 11 or is this new</p>	<p>This is new functionality.</p>

Amendment No. 003 - Attachment I

<p>functionality expected as part of the DIMS implementation.</p>	
<p>22. Page 11 - What other paper types will DIMS be require to scan other than regular and carbon? What size documents will be required?</p>	<p>See Appendix A, page 86 for description of paper sizes and types.</p>
<p>23. Section B.3.1 – Please clarify if the vendor is required to provide the barcoded cover sheet or if DHS will be generating the barcoded cover sheet for all docs (conversion as well as ongoing scanning)?</p>	<p>DHS will provide the barcoded cover sheets for the conversion.  The offeror shall propose the best capture method for day forward scanning within DIMS.</p>
<p>24. Section C.3A.7.1 and C.3.A.7.2 - Please clarify the scope of the contractor's responsibility regarding training (i.e., is the contractor responsible for hands on end user training at each of the service centers and train the trainer for all other user groups)?</p>	<p>Please see response to Question #19 above.</p>
<p>25. Section C.A.7.3 (page 14) – Please clarify "regular business hours."</p>	<p>Regular business hours are 8:15am to 4:45pm local time.</p>
<p>26. Section C.3A.8.5 – Please identify the document formats accepted for documents received via internet, email, facsimile or scanning.</p>	<p>See response to Question #1 above.</p>
<p>27. Section C.3A.10.1 – Please clarify if the DIMS will be accessed through the internet or the District's intranet.</p>	<p>DIMS will be accessed by users who have access to ACEDS within the District's WAN/LAN. Access to FileNet is assumed to be similar, using the most effective connectivity as recommended by the vendor. FileNet is typically deployed using a Web client on the District's intranet.</p>
<p>28. Section C.3A.12.2 – Please clarify the scope of the DIMS prototype to be delivered.</p>	<p>The prototype shall include the proposed day forward capture method, ACEDS integration method, and user interface. It is intended as an iterative step in the design process and may not include all functionality.</p>
<p>29. Please clarify if the conversion of the 22M pages is</p>	<p>The majority of these files are active cases. The conversion process must take into account that some of these files will be needed for active case processing.</p>

Amendment No. 003 - Attachment I

<p>limited to only closed files.</p>	<p>A 24 hour turnaround is required for any files that are requested while they are in the possession of the vendor.</p>
<p>30. Please clarify if clients who submit documents via fax do so via a central fax number or to multiple fax numbers/locations? Does the Department envision that documents received via fax in the future will go to a central fax server prior to scanning?</p>	<p>Faxes are received in multiple locations. Currently fax input or output is not set up for the Kofax or FileNet infrastructure. Offerors should recommend the best approach for this ongoing requirement, and include recommendations for any new hardware or software that is required.</p>
<p>31. The RFP noted that the contractor would be responsible for assessing the existing scanners at the service centers to determine if they will support the load for each office. Is this anticipated to be part of the actual project scope of work or as a part of the response? If it is to be part of the RFP response, can the District please provide the anticipated volume of pages to be scanned at each location? Also, please provide the annual volume of documents to be scanned.</p>	<p>This assessment is anticipated to be part of the project scope of work, not part of the response to the RFP.</p>
<p>32. Section C.3A.1.6 - Is the vendor required to provide hardware infrastructure to enable fax and e-mail as additional channels for document submission, or will DIMS simply integrate with existing investments made by the agency in this area (e.g., fax server, exchange server)?</p>	<p>No hardware is included within the DIMS scope of work. Offerors are asked to recommend any new hardware or software required for the solution.</p> <p>There currently is no Fax capability within the Kofax or FileNet infrastructure.</p> <p>MS Exchange Server 2007 is currently used for Email.</p>

Amendment No. 003 - Attachment I

	<b>Page</b>	<b>Section</b>	<b>Paragraph</b>	<b>Questions</b>	<b>Response</b>
33.	2	B	B.2.2	<p>The contract term, as stated in F.1 is specified as 4 months; please clarify project duration for DIMS Phase I and II.</p> <p>Does DHS have a desired start date for DIMS?</p>	See response to Question #10 above.
34.	4	B	B.3.2	<p>How many system administrators are there to be trained? Can they all be trained at one location?</p>	There will be 2-3 system administrators, all of whom will be trained at a single location.
35.	4	B	B.4.1	<p>Please describe how the ratio of licenses to users was determined.</p>	The ratio has been removed from the RFP.

	Page	Section	Paragraph	Questions	Response																																
36.	7	C	C.1A	<p>Please provide the number of DIMS users at each location:                      How many SSRs?                      How many Supervisors?                      How many mailroom workers?                      How many front desk workers?</p> <p>Are client interviews conducted at the SSR's work space or in interview rooms? If interview rooms, please provide number of rooms.</p> <p>Is there one central front desk at each service center or are there front desks in each benefit area within service center?</p>	<p>The DHS does not at this time have designated mailroom and front desk workers. For the most part, these functions will be performed by our support staff. Therefore, those staff categories are listed as Support Staff below.</p> <table border="1"> <thead> <tr> <th>Center</th> <th>SSRs</th> <th>Supervisors</th> <th>Support Staff</th> </tr> </thead> <tbody> <tr> <td>Anacostia</td> <td>26</td> <td>9</td> <td>11</td> </tr> <tr> <td>H Street</td> <td>88</td> <td>23</td> <td>23</td> </tr> <tr> <td>CongHgts</td> <td>22</td> <td>8</td> <td>10</td> </tr> <tr> <td>Ft Davis</td> <td>26</td> <td>9</td> <td>8</td> </tr> <tr> <td>Taylor</td> <td>30</td> <td>10</td> <td>11</td> </tr> <tr> <td>ChgCtr</td> <td>30</td> <td>8</td> <td>7</td> </tr> <tr> <td>Clsd Files</td> <td>0</td> <td>4</td> <td>0</td> </tr> </tbody> </table> <p>Interviews are conducted in interview rooms.</p> <p>There is one central front desk at each service center.</p>	Center	SSRs	Supervisors	Support Staff	Anacostia	26	9	11	H Street	88	23	23	CongHgts	22	8	10	Ft Davis	26	9	8	Taylor	30	10	11	ChgCtr	30	8	7	Clsd Files	0	4	0
Center	SSRs	Supervisors	Support Staff																																		
Anacostia	26	9	11																																		
H Street	88	23	23																																		
CongHgts	22	8	10																																		
Ft Davis	26	9	8																																		
Taylor	30	10	11																																		
ChgCtr	30	8	7																																		
Clsd Files	0	4	0																																		
37.	7	C	C.1A	Does anyone at the Closed Files location meet with clients?	No.																																
38.	7	C	C.1A	How many forms are to be included in the design of Phase II? Are these forms currently in paper or electronic format? If electronic, please describe format. Are there any forms that are currently produced by ACEDS? If so, please describe format.	Phase II is intended to be a design step that will define how many and what type of forms might be used in the To Be solution. There is no preconception of this at this time.																																
39.	9	C	C.3A.1.1	Will the images stored for DHS be in a separate, single database?	The images and metadata will be stored in the existing FileNet system as a new application.																																

	<b>Page</b>	<b>Section</b>	<b>Paragraph</b>	<b>Questions</b>	<b>Response</b>
40.	10	C	C.3A.1.2	<p>Does DHS's definition of Web based mean any application that communicates with the repository through HTTP/S? Or does Web based mean the application must run inside a browser? For instance, a Microsoft Smart client with Click Once deployment can be consider Web based because it can communicate through HTTP and run in the user's local Internet cache. However, it does not run in a browser.</p>	<p>We are open to any client that may be proposed if it meets the functional requirements of the project.</p> <p>Current FileNet deployments typically use Web browser interfaces. HTTPS is required for secure transactions.</p>
41.	10	C	C.3A.1.4	<p>Could you please provide an example of when users would "view images in multiple formats on any computer"? Does this mean that the image is dynamically converted to another format? Or does it mean that the system must be capable of storing and users capable of retrieving documents in various formats? What are the formats?</p> <p>Please describe the specifications of the computers that are included in this requirement.</p>	<p>The new user interface will rely on the standard FileNet viewer and its functionality.</p>

	<b>Page</b>	<b>Section</b>	<b>Paragraph</b>	<b>Questions</b>	<b>Response</b>
42.	11	C	C.3A.1.6	<p>Does DHS have an electronic fax solution in place? If so, what product? If not, should contractor propose one?</p> <p>What email system is currently being used?</p> <p>Does ACEDS have any interfaces that may be consumed by the FileNet system to lookup data (autofill) for ease of indexing? If there are no interfaces, can ACEDS provide data extracts for autofill capabilities?</p>	<p>No. Vendors should propose a fax solution that is compatible with Kofax and/or FileNet.</p> <p>MS Exchange Server 2007.</p> <p>Some type of data exchange may be proposed between ACEDS and DIMS. Vendors are asked to propose the most efficient, flexible, and effective approach to this integration.</p> <p>The District standard for integration is Services Oriented Architecture (SOA) using IBM WebSphere MQ. The District will provide any required Services that may be needed to allow ACEDS to communicate with the proposed solution.</p>
43.	11	C	C.3A.1.8	<p>Must application enabling of ACEDS be done non-intrusively to ACEDS itself? That is, to meet the requirement for users to invoke searches in ACEDS, will any changes be made to ACEDS or is this integration all done externally to ACEDS?</p>	<p>Some type of data exchange may be proposed between ACEDS and DIMS. Vendors are asked to propose the most efficient, flexible, and effective approach to this integration.</p> <p>The District standard for integration is Services Oriented Architecture using IBM WebSphere MQ. The District will provide any required Services that may be needed to allow ACEDS to communicate with the proposed solution.</p>

	Page	Section	Paragraph	Questions	Response
44.	11	C	C.3A.2.1	Describe the connectivity between users in each location and the FileNet repository. Is bandwidth sufficient to do real-time commits of scanned images at each location, or is overnight batching required. Please provide the speed of all WAN connections, current peak and average utilization and latency statistics. Is DHS willing to upgrade circuits as necessary to provide adequate bandwidth? Are current circuits copper or fiber leases?	<p>FileNet is a browser-based product, and we use WAN access LDAP to authenticate users.</p> <p>We anticipate adequate bandwidth for real time commits of scanned images for this project.</p> <p>The current circuits are fiber.</p> <p>Speed of WAN connections:</p> <ul style="list-style-type: none"> <li>• Peak: up to 1Gbps</li> <li>• Average: 500mbps</li> <li>• Latency: minimal</li> </ul>
45.	11	C	C.3A.3.3	Is this requirement intended to export ALL documents to secure devices or must the user be allowed to select certain documents (in the instance of a transfer of a case to another department like disability determination, child support etc.)?	This requirement is to provide export of selected documents.
46.	13	C	C.3A.3.6	<p>In ACEDS does Client ID usually relate to an SSN? That is, for those clients who have SSNs are they stored in ACEDS and associated with the Client ID?</p> <p>Please describe how a case number is assigned.</p>	<p>Client IDs may or may not be associated with SSNs. A number of ACEDS Clients (with Client IDs) do not have SSNs attached.</p> <p>Because Client IDs are not document specific, all requirements related to capture of Client ID have been deleted.</p> <p>New case numbers are assigned sequentially by ACEDS but a SSR can select a previously assigned case number under certain circumstances.</p>

	<b>Page</b>	<b>Section</b>	<b>Paragraph</b>	<b>Questions</b>	<b>Response</b>
47.	14	C	C.3A.7.2	<p>The paragraph states that the contractor shall provide hands-on training until <b>all</b> users have been trained.</p> <p>Please confirm that the contractor will train all end users. If not, please provide the number of users to be trained at each location. Please describe who will be trained by the "train the trainers" staff.</p> <p>Are those who would attend the "train the trainer" training, full time trainers?</p> <p>Are there training facilities at each service center? Do these facilities have computers for each student?</p>	<p>Please see response to Question #19 above.</p> <p>Some of those who attend the Train-the-Trainer instruction will be full time trainers, others will not.</p> <p>There are no training facilities at each service center. DHS will make available space in the IMA Training rooms.</p>
48.	26	F	F.1	<p>Will there be a separate contract for maintenance that follows the initial four (4) month contract term?</p>	<p>If any software is purchased from the vendor awarded the DIMS portion of this RFP, annual maintenance for software licenses will be required.</p>
49.	63	L	L.7	<p>Please describe what should be included in option year prices. How many years should be included?</p>	<p>There is no requirement for "option year" pricing. The revised RFP does include pricing for optional CLIN 0013 - DIMS Phase III.</p>
50.	70	M	M.4A.1	<p>Must the contractor include with its proposal the completed performance review from its customer? If so, please provide evaluation form.</p>	<p>Performance reviews will be obtained by the District directly from references provided in offeror's proposal.</p>

Amendment No. 003 - Attachment I

	<b>Page</b>	<b>Section</b>	<b>Paragraph</b>	<b>Questions</b>	<b>Response</b>
51.	78	Appendix A	1 <sup>st</sup> paragraph	Please provide the name of the consulting company that performed the needs assessment.	This information is not relevant to this solicitation.
52.	81-82	Appendix A	All	A description of the process that is followed when clients drop off documents at the agency lobby is described here. Does DHS plan to implement some rudimentary workflow functionality prior to Phase III such that documents dropped off in reception may be automatically routed to case worker or workers who are processing a case for that client? Will simple workflow be put in place to allow for follow-up ticklers since there will no longer be a piece of paper for workers to put in a follow-up drawer? If no, what will be the mechanism that notifies the worker that new information is available for review?	Appendix A is provided for context and information only. It is not to be construed as hard requirements.  The Phase I design will determine the most effective capture processes for Phase I, and Phase II design will determine the best method for future enhancements.
53.	96	Appendix D	1 <sup>st</sup> paragraph	Please provide the name of the product that this screen shot was taken from.	The screen shot has been removed from Appendix D.
54.	N/A	N/A	N/A	May contractor submit a proposal and also be a subcontractor in another contractor's proposal?	An offeror may submit a proposal as the prime and also be a subcontractor in another offeror's proposal.

Amendment No. 003 - Attachment I

	<b>Page</b>	<b>Section</b>	<b>Paragraph</b>	<b>Questions</b>	<b>Response</b>
55.	N/A	N/A	N/A	Has DHS developed the vision for this DIMS solution after a particular state, county or city that is currently operational with this model?	No.
56.	N/A	N/A	N/A	What is the schedule for making a decision and beginning implementation of this initiative?	The District would like to made an award by Mid-March 2010.
57.	N/A	N/A	N/A	Will there be additional consideration given to proposals that cover both Conversion Services and DIMS requirements?	No.
58.	N/A	N/A	N/A	Can the District share the name of the consulting firm that helped to develop the RFP? Are they eligible to submit a response?	No consulting firm was used to develop this RFP.
59.	N/A	N/A	N/A	Please describe the composition of the evaluation committee.	The evaluation committee is typically composed of an odd number of individuals (i.e. 3,5,7). each having specific technical background relating to the requirements of the RFP.

Amendment No. 003 - Attachment I

<p>60. Reference Section M.4.A1 Technical Criteria, subsection a), the government states that, "The standard is met when: The offeror provides 3 letters of references from 3 contracts in which the offeror has performed similar work in the past five years."</p>	<p>This section has been modified to include additional evaluation criteria.</p>
<p>a. Is this letter of reference to be submitted to the government as an appendices in the technical response or submitted directly to the government from our clients? Please clarify.</p>	<p>References should be submitted with offeror's proposal. The District may choose to check the validity of the references.</p>
<p>b. Should our clients furnish the letter of reference in a standardized format? If so, please furnish and/or clarify.</p>	<p>There is no standardized format for reference, however for each reference the offeror should include name of company, title and description of the project, contract number (if applicable), dollar amount, period of performance, name of contact person, and title, telephone number and email address,</p>
<p>61. Reference Section M.4.A1 Technical Criteria, subsection b), the government states that, "The offeror provides a list of 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."</p>	
<p>a. Is this separate and distinct past performance from the Past Performance requested and detailed in Sections M.4A.1.1 Factor A – Past Performance and Sections M.4A.1.2 Factor B – Experience of the Prime Contractor? Please clarify.</p>	<p>Offerors should submit at least 3 references for which the offeror has provided identical and similar work within the last five years. See the referenced section in the revised RFP.</p>
<p>62. Reference Section M.4A1 Technical Criteria (DIMS Development) and Section M.4B1 Technical Criteria (Document Scanning), the technical criteria listed for DIMS development details Past Performance evaluation for both Prime Contractors and any team members, as well as includes reference requests and totals 175 points. However, the technical criteria for Document Scanning details only past performance of the team and does not request references and totals 100 points in the evaluation criteria. Can the government clarify this disparity?</p>	<p>See the referenced section in the revised RFP.</p>
<p>63. On page 60, the RFP references specific certifications or licenses. Other than the required licenses or certifications for DC based certified businesses, are there any other registration</p>	<p>No.</p>

Amendment No. 003 - Attachment I

<p>or certification required by the offer?</p>	
<p>64. In the reference section, is the offeror required to have each reference fill out a specific form or is it sufficient to supply the customer reference information as part of the bid?</p>	<p>Offerors should provide customer references as part of its proposal. See response to Question 60b above.</p>
<p>65. Does the agency intend to leverage a out-of-the box FileNet interface (such as Workplace, Workplace XT, ECM Widgets, or BPM) or will this be a completely custom interface?</p>	<p>This requirement has been modified - Offerors are requested to provide a case management interface that is based on best practices and experience with similar solutions. A constraint is that the District is current using IBM FileNet P8 Version 4.0 and does not intend to upgrade within the contract timeframe. See revised Appendix D and new Appendix E.</p>
<p>66. Does the agency have any more in-depth information about the Administrative abilities of the interface? How will this interface be reused at other government agencies?</p>	<p>It is a desire to obtain a case management interface that can be relatively easily adapted to other agency requirements with a minimum of custom development.</p>
<p>67. What is the standard 5250 iSeries emulator used by the various agencies?</p>	<p>As stated in Appendix B, Overview of ACEDS, the terminal emulator software is Reflection for the Web from Attachmate, version 9.01.35.560. The District standard for integration of this type is SOA using IBM WebSphere MQ.</p>
<p>68. Does the agency assume that ACEDS will be modified (customized) based upon the needs of the interface?</p>	<p>This depends upon the final determination of integration approach. If a SOA approach is used, the District will make any required changes to ACEDS.</p>
<p>a. Does the agency assume that events within ACEDS will automatically update the data stored within the DIMS FileNet infrastructure?</p>	<p>Not in Phase I. This functionality may be included as part of the Phase II design for future implementation.</p>
<p>69. In CLN02/CLN04, the FileNet Concurrent licenses are references however within the IBM acquisition of FileNet IBM has deprecated the concurrent licensing model. Software licensing for this product is based upon a named user licensing model. Will the agency accept a FileNet pricing using this</p>	<p>For DIMS implementation, please provide pricing based on the IBM FileNet pricing model that is applicable at the time of your proposal, based on 600 total users.</p> <p>Include pricing for any additional FileNet software components, APIs or SOA components, fax software, etc. that you recommend</p>

Amendment No. 003 - Attachment I

model?	for your proposed solution.
70. Can the agency provide more information regarding the enterprise FileNet infrastructure? Currently this appears to be at a previous software level – FileNet 4.0.	The FileNet infrastructure in described in Appendix C. The current version is FileNet P8, Version 4.0.
a. Are there any plans to upgrade this to the latest version 4.5.1 before implementation of this project?	Not during the period of this contract.
b. The RFP states that the FileNet vendor must guarantee the performance metrics of the DIMS application however control to the Enterprise Infrastructure is maintained through another vendor. Will the agency guarantee that any recommendations provided as part of this implementation will be adhered to by the maintaining parties?	<p>Since the District is already using FileNet, we are familiar with the performance characteristics. For this project, the primary concern is that the new application is developed to achieve similar performance and that something is not introduced that will slow the system down.</p> <p>The District is responsible for supplying the hardware and network capacity to meet performance goals, based on the vendor recommendations.</p>
c. Does the agency anticipate a dedicated Object Store (one or more) will be created for the DIMS unstructured content? Will new hardware be procured to support this content?	<p>We expect the offeror to propose the best method of configuring a new application within FileNet, including all security and access considerations.</p> <p>The current enterprise instance of FileNet includes virtualized servers, so adding processing power or storage is relatively straight-forward. We expect the vendor to recommend any increases in capacity that may be required, and the District will be responsible for making those modifications.</p>
d. How many users currently access the environment on a daily basis?	The Office of the Chief Technology Officer (OCTO) has excess concurrent capacity for existing users as well as the planned 600 DHS users, and can scale our system based on the vendor

Amendment No. 003 - Attachment I

	<p>providing its system access requirements. Currently, there are 150 "Named Users" with access to the platform. On average, there are 20 concurrent users accessing the system on a daily basis.</p>
<p>e. How many object stored are currently deployed into the enterprise infrastructure?</p>	<p>The OCTO FileNet enterprise infrastructure has the capacity to provide an object store for this project. There are nine (9) object stores deployed on the enterprise infrastructure.</p>
<p>f. What is the current LDAP directory deployed for the FileNet enterprise infrastructure?</p>	<p>OCTO has a global active directory for the entire District. The specific product cannot be released for security reasons until an award is made.</p>
<p>g. Does the agency anticipate deploying the DIMS application on a dedicated server/WebSphere node?</p>	<p>OCTO will not deploy the application on a dedicated server. It will be installed on the existing WebSphere infrastructure. Based on current server utilization we do not anticipate the need to increase WebSphere server capacity. To accommodate application security and maintenance, vendors may request a separate instance of WorkPlace within the existing WebSphere server for housing the DIMS application.</p>
<p>71. Can the agency describe the various levels of security employed with the DIMS solution?</p>	<p>Access controls have not yet been designed. Defining the roles and access controls will be done during the project, as part of the design. We anticipate a minimum of the following:</p> <ul style="list-style-type: none"> <li>Administrator</li> <li>Manager</li> <li>Scan/Index</li> <li>User</li> <li>Help Desk</li> </ul>

Amendment No. 003 - Attachment I

<p>72. Section C.3A.9.5 and C.9A.9.6 describe a process in which new content is held until processing is complete in ACEDS? Can the agency clarify this process?</p>	<p>We anticipate that in Phase I few, if any, changes will be made to the existing process flow. Paper based processes will remain in place and scanning will be done after all information is processed within ACEDS. This paradigm is commonly called "back end" processing.</p> <p>Phase II will introduce a design for process optimization that will incorporate changes from "back end" processing to "front end" processing. We anticipate that this design will incorporate new process flows that scan at the beginning of the process, routing documents via workflow, and sending notifications via email. Items C.3A.9.5 and C.3A.9.6 have been deleted.</p>
<p>73. In section C.3A.1.4 describes viewing content in "multiple formats" – can the agency clarify the various supported (TIFF, PDF, JPEG, DOC, XLS, GIF)? Are there any formats that must be supported outside of that supported by the FileNet document viewer?</p>	<p>See response to Question #1 above.</p>
<p>74. In multiple sections, the RFP states that online training material will be provided. Will the agency provide hosting services for this training material?</p>	<p>Training material and documentation shall be provide in Word format.</p> <p>Web seminar format presentations are required for reusable training content.</p>
<p>75. Are there any specific agency formats or policies required for training?</p>	<p>No.</p>
<p>76. How many pages on average is a document and how many pages per case?</p>	<p>We do not have sizing information to determine the average number of pages per document. For pricing purposes please use an average of 3 images per document. Based on the information provided in the RFP, the average number of pages per active case file is approximately 100.</p>
<p>77. Can the District provide more information as to the space</p>	<p>The proposed on-site option that is available for the conversion is</p>

Amendment No. 003 - Attachment I

<p>available for the vendor to perform the imaging?</p>	<p>located at 2100 Martin Luther King Avenue, SE, Washington DC. The space is approximately 20 x 25 feet.</p>
<p>78. Has the District had a vendor perform any portion of the scanning in the past? If so, who was it and what was the rate?</p>	<p>Not for this project.</p>
<p>79. It says vendor must supply boxes, is vendor also responsible for any part of packing boxes.</p>	<p>DHS will provide the packing of documents in boxes, ready to ship to the conversion vendor.</p>
<p>80. On the pickup at the multiple centers, is there a desired schedule for pickup. Once a week, twice, etc. Every additional pickup will raise our per image price.</p>	<p>Offerors are asked to propose the most optimum pickup schedule based on their experience and best practices.</p> <p>A consideration is that access to these files may be required while in the possession of the vendor. A longer duration between pickups and processing will result in more frequent requests for 24 hour turnaround of documents while in process.</p>
<p>81. What functionality does DHS want in the hosted environment other than the ability to retrieve and view/print the document?</p>	<p>A very simple search and retrieve interface is all that is required of the hosted environment.</p>
<p>82. The solicitation references that the final FileNet system will have 600 users, how is it that the interim hosted solution only needs 8-10 users to have access?</p>	<p>The hosted solution is a temporary capability that will allow online access of converted documents. A limited set of users is envisioned to keep any licensing and/or access control issues to a minimum, since this is temporary.</p> <p>Once DIMS is available for production use, the converted documents will be imported into FileNet, and hosting will be terminated.</p>
<p>83. Since the contractor will begin scanning on day 1 and place the back file images in the hosted system, what will happen with new paper documents going forward? Will they just be held until the final FileNet application is ready to scan and accept images?</p>	<p>DHS will provide documents for conversion based on an agreed-upon schedule. New documents relating to a case, if they are scheduled for conversion before DIMS is available, will simply have another barcoded cover sheet, with the same Case ID #.</p>
<p>84. What times will be available for the contractor to pick boxes up? Is it standard 8:00am – 5:00pm working hours?</p>	<p>8:15am to 4:45pm.</p>
<p>85. What resolution do the documents need to be scanned in, 200</p>	<p>See response to Question 10a in Amendment #1.</p>

Amendment No. 003 - Attachment I

or 300 DPI?	
86. Please describe the requirements for reassembly, what is required?	Reasonable reassembly is required in order to facilitate the QA process. Cover sheets may remain. We expect that the vendor will retain scanned documents until the QA process is complete, plus 90 days, then destroy the documents. Please include shredding costs in your pricing.
87. Do the documents need to be rotated to the correct reading position or should everything be scanned in as portrait mode even if the document has landscape writing?	We prefer rotation to the correct reading position. This approach will be tested during the conversion pilot.
88. What documents have already been prepped and please explain what was involved in the prep that was completed?	Documents will require "medium" prep by the vendor. DHS will add a barcode cover sheet to each file. Case files will require removal of staples, paper clips, etc.
89. How long are we expected to store the boxes?	90 days after QA is complete.
90. Does the contractor have to delete all blank images?	Yes.
91. Is the turnaround time 24 hours from the time the boxes are picked up to be available in the hosted environment and 24 hours from the time a request for a document in WIP to be placed in the hosted environment?	24 hours is the required duration for any document that is requested while in process. The request may be satisfied by prioritizing requested documents so that they are available within 24 hours via the hosted solution.
92. Can we prioritize the project based on the location or do we need to do pickups from each location every day?	The schedule will be agreed upon once the contract is awarded. Please propose a method based on best practices, minimizing cost and maximizing efficiency and schedule.
93. Will the boxes be returned to one storage facility or will there be multiple facilities?	Our desire is to have the vendor destroy the documents 90 days after QA validation, rather than returning them to a storage facility. This response overrides the response provided to Question #33 of Amendment #1.
94. Do over 99% of the file folders have tabs that clearly separated by all 10 document groups? If not what %?	No. We believe that none of the records are separated in this manner.

Amendment No. 003 - Attachment I

<p>95. Do all pick-up locations have off-street parking? If not which ones?</p>	<p>Yes, all pick-up locations have off-street parking.</p>
<p>96. Do any of the locations require inside pick-up or elevator access? If so how many floors over the 1st floor? Can we move skids into the elevator, is there enough room?</p>	<p>All locations require inside pick-up.</p> <p>At most locations there are only two floors, but at least one location has five floors.</p> <p>Skids will not fit into the elevators at any locations.</p>
<p>97. This offeror has an offering that can provide functionality for a Documentum/Captiva solution for DC Human Services for DCTO-2010-R-0036, will this be considered as an option for this solicitation?</p>	<p>No.</p>



01112 - General Clerk II  
15.32  
01113 - General Clerk III  
18.74  
01120 - Housing Referral Assistant  
25.29  
01141 - Messenger Courier  
12.38  
01191 - Order Clerk I  
14.85  
01192 - Order Clerk II  
16.29  
01261 - Personnel Assistant (Employment) I  
17.31  
01262 - Personnel Assistant (Employment) II  
19.36  
01263 - Personnel Assistant (Employment) III  
21.66  
01270 - Production Control Clerk  
22.03  
01280 - Receptionist  
14.12  
01290 - Rental Clerk  
16.55  
01300 - Scheduler, Maintenance  
17.49  
01311 - Secretary I  
17.49  
01312 - Secretary II  
19.70  
01313 - Secretary III  
25.29  
01320 - Service Order Dispatcher  
16.10  
01410 - Supply Technician  
28.55  
01420 - Survey Worker  
19.46  
01531 - Travel Clerk I  
12.92  
01532 - Travel Clerk II  
13.89  
01533 - Travel Clerk III  
14.92  
01611 - Word Processor I  
14.21  
01612 - Word Processor II  
16.65  
01613 - Word Processor III  
19.95  
05000 - Automotive Service Occupations  
05005 - Automobile Body Repairer, Fiberglass  
25.26

05010 - Automotive Electrician  
23.51  
05040 - Automotive Glass Installer  
22.15  
05070 - Automotive Worker  
22.15  
05110 - Mobile Equipment Servicer  
19.04  
05130 - Motor Equipment Metal Mechanic  
24.78  
05160 - Motor Equipment Metal Worker  
22.15  
05190 - Motor Vehicle Mechanic  
24.78  
05220 - Motor Vehicle Mechanic Helper  
18.49  
05250 - Motor Vehicle Upholstery Worker  
21.63  
05280 - Motor Vehicle Wrecker  
22.15  
05310 - Painter, Automotive  
23.51  
05340 - Radiator Repair Specialist  
22.15  
05370 - Tire Repairer  
14.44  
05400 - Transmission Repair Specialist  
24.78  
07000 - Food Preparation And Service Occupations  
07010 - Baker  
13.48  
07041 - Cook I  
11.97  
07042 - Cook II  
13.28  
07070 - Dishwasher  
9.82  
07130 - Food Service Worker  
10.66  
07210 - Meat Cutter  
17.04  
07260 - Waiter/Waitress  
9.70  
09000 - Furniture Maintenance And Repair Occupations  
09010 - Electrostatic Spray Painter  
18.05  
09040 - Furniture Handler  
12.78  
09080 - Furniture Refinisher  
18.39  
09090 - Furniture Refinisher Helper  
14.11  
09110 - Furniture Repairer, Minor  
16.31

09130 - Upholsterer  
18.05  
11000 - General Services And Support Occupations  
11030 - Cleaner, Vehicles  
10.50  
11060 - Elevator Operator  
10.50  
11090 - Gardener  
16.22  
11122 - Housekeeping Aide  
11.25  
11150 - Janitor  
11.25  
11210 - Laborer, Grounds Maintenance  
12.47  
11240 - Maid or Houseman  
11.03  
11260 - Pruner  
11.37  
11270 - Tractor Operator  
14.66  
11330 - Trail Maintenance Worker  
12.47  
11360 - Window Cleaner  
11.68  
12000 - Health Occupations  
12010 - Ambulance Driver  
19.46  
12011 - Breath Alcohol Technician  
18.55  
12012 - Certified Occupational Therapist Assistant  
21.01  
12015 - Certified Physical Therapist Assistant  
21.01  
12020 - Dental Assistant  
16.97  
12025 - Dental Hygienist  
40.68  
12030 - EKG Technician  
25.95  
12035 - Electroneurodiagnostic Technologist  
25.95  
12040 - Emergency Medical Technician  
20.41  
12071 - Licensed Practical Nurse I  
18.82  
12072 - Licensed Practical Nurse II  
21.09  
12073 - Licensed Practical Nurse III  
23.47  
12100 - Medical Assistant  
14.89  
12130 - Medical Laboratory Technician  
18.04

12160 - Medical Record Clerk  
16.06  
12190 - Medical Record Technician  
18.27  
12195 - Medical Transcriptionist  
18.77  
12210 - Nuclear Medicine Technologist  
34.18  
12221 - Nursing Assistant I  
10.47  
12222 - Nursing Assistant II  
11.77  
12223 - Nursing Assistant III  
13.02  
12224 - Nursing Assistant IV  
14.62  
12235 - Optical Dispenser  
20.17  
12236 - Optical Technician  
14.41  
12250 - Pharmacy Technician  
16.47  
12280 - Phlebotomist  
14.62  
12305 - Radiologic Technologist  
28.28  
12311 - Registered Nurse I  
26.73  
12312 - Registered Nurse II  
32.41  
12313 - Registered Nurse II, Specialist  
32.41  
12314 - Registered Nurse III  
38.98  
12315 - Registered Nurse III, Anesthetist  
38.98  
12316 - Registered Nurse IV  
46.73  
12317 - Scheduler (Drug and Alcohol Testing)  
19.75  
13000 - Information And Arts Occupations  
13011 - Exhibits Specialist I  
19.86  
13012 - Exhibits Specialist II  
24.61  
13013 - Exhibits Specialist III  
30.09  
13041 - Illustrator I  
20.48  
13042 - Illustrator II  
25.38  
13043 - Illustrator III  
31.03

13047 - Librarian  
 30.80  
 13050 - Library Aide/Clerk  
 14.21  
 13054 - Library Information Technology Systems  
 27.82  
 Administrator  
 13058 - Library Technician  
 19.89  
 13061 - Media Specialist I  
 18.73  
 13062 - Media Specialist II  
 20.95  
 13063 - Media Specialist III  
 23.36  
 13071 - Photographer I  
 16.14  
 13072 - Photographer II  
 18.90  
 13073 - Photographer III  
 23.67  
 13074 - Photographer IV  
 28.65  
 13075 - Photographer V  
 30.69  
 13110 - Video Teleconference Technician  
 19.35  
 14000 - Information Technology Occupations  
 14041 - Computer Operator I  
 18.54  
 14042 - Computer Operator II  
 20.74  
 14043 - Computer Operator III  
 23.12  
 14044 - Computer Operator IV  
 25.69  
 14045 - Computer Operator V  
 28.45  
 14071 - Computer Programmer I (see 1)  
 25.43  
 14072 - Computer Programmer II (see 1)  
 14073 - Computer Programmer III (see 1)  
 14074 - Computer Programmer IV (see 1)  
 14101 - Computer Systems Analyst I (see 1)  
 14102 - Computer Systems Analyst II (see 1)  
 14103 - Computer Systems Analyst III (see 1)  
 14150 - Peripheral Equipment Operator  
 18.54  
 14160 - Personal Computer Support Technician  
 25.69  
 15000 - Instructional Occupations  
 15010 - Aircrew Training Devices Instructor (Non-Rated)  
 35.71

15020 - Aircrew Training Devices Instructor (Rated)  
 43.84  
 15030 - Air Crew Training Devices Instructor (Pilot)  
 52.55  
 15050 - Computer Based Training Specialist / Instructor  
 34.39  
 15060 - Educational Technologist  
 32.75  
 15070 - Flight Instructor (Pilot)  
 52.55  
 15080 - Graphic Artist  
 26.80  
 15090 - Technical Instructor  
 25.08  
 15095 - Technical Instructor/Course Developer  
 30.67  
 15110 - Test Proctor  
 20.20  
 15120 - Tutor  
 20.20  
 16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations  
 16010 - Assembler  
 9.44  
 16030 - Counter Attendant  
 9.44  
 16040 - Dry Cleaner  
 12.21  
 16070 - Finisher, Flatwork, Machine  
 9.44  
 16090 - Presser, Hand  
 9.44  
 16110 - Presser, Machine, Drycleaning  
 9.44  
 16130 - Presser, Machine, Shirts  
 9.44  
 16160 - Presser, Machine, Wearing Apparel, Laundry  
 9.44  
 16190 - Sewing Machine Operator  
 13.07  
 16220 - Tailor  
 13.90  
 16250 - Washer, Machine  
 10.41  
 19000 - Machine Tool Operation And Repair Occupations  
 19010 - Machine-Tool Operator (Tool Room)  
 19.22  
 19040 - Tool And Die Maker  
 23.38  
 21000 - Materials Handling And Packing Occupations  
 21020 - Forklift Operator  
 17.90  
 21030 - Material Coordinator  
 22.03

21040 - Material Expediter  
22.03  
21050 - Material Handling Laborer  
12.92  
21071 - Order Filler  
13.87  
21080 - Production Line Worker (Food Processing)  
17.90  
21110 - Shipping Packer  
14.46  
21130 - Shipping/Receiving Clerk  
14.46  
21140 - Store Worker I  
11.44  
21150 - Stock Clerk  
16.46  
21210 - Tools And Parts Attendant  
17.90  
21410 - Warehouse Specialist  
17.90  
23000 - Mechanics And Maintenance And Repair Occupations  
23010 - Aerospace Structural Welder  
25.68  
23021 - Aircraft Mechanic I  
24.46  
23022 - Aircraft Mechanic II  
25.68  
23023 - Aircraft Mechanic III  
26.97  
23040 - Aircraft Mechanic Helper  
16.61  
23050 - Aircraft, Painter  
23.42  
23060 - Aircraft Servicer  
18.71  
23080 - Aircraft Worker  
19.90  
23110 - Appliance Mechanic  
21.62  
23120 - Bicycle Repairer  
14.43  
23125 - Cable Splicer  
25.61  
23130 - Carpenter, Maintenance  
20.99  
23140 - Carpet Layer  
19.33  
23160 - Electrician, Maintenance  
27.43  
23181 - Electronics Technician Maintenance I  
23.70  
23182 - Electronics Technician Maintenance II  
25.15

23183 - Electronics Technician Maintenance III  
26.50  
23260 - Fabric Worker  
19.01  
23290 - Fire Alarm System Mechanic  
22.78  
23310 - Fire Extinguisher Repairer  
17.52  
23311 - Fuel Distribution System Mechanic  
22.81  
23312 - Fuel Distribution System Operator  
19.38  
23370 - General Maintenance Worker  
21.43  
23380 - Ground Support Equipment Mechanic  
24.46  
23381 - Ground Support Equipment Servicer  
18.71  
23382 - Ground Support Equipment Worker  
19.90  
23391 - Gunsmith I  
17.52  
23392 - Gunsmith II  
20.38  
23393 - Gunsmith III  
22.78  
23410 - Heating, Ventilation And Air-Conditioning  
22.94  
Mechanic  
23411 - Heating, Ventilation And Air Contditioning  
24.37  
Mechanic (Research Facility)  
23430 - Heavy Equipment Mechanic  
22.78  
23440 - Heavy Equipment Operator  
22.78  
23460 - Instrument Mechanic  
22.59  
23465 - Laboratory/Shelter Mechanic  
21.62  
23470 - Laborer  
14.27  
23510 - Locksmith  
21.11  
23530 - Machinery Maintenance Mechanic  
22.99  
23550 - Machinist, Maintenance  
21.78  
23580 - Maintenance Trades Helper  
16.61  
23591 - Metrology Technician I  
22.59  
23592 - Metrology Technician II  
23.80

23593 - Metrology Technician III  
24.96  
23640 - Millwright  
28.19  
23710 - Office Appliance Repairer  
22.96  
23760 - Painter, Maintenance  
21.62  
23790 - Pipefitter, Maintenance  
23.19  
23810 - Plumber, Maintenance  
20.99  
23820 - Pneudraulic Systems Mechanic  
22.78  
23850 - Rigger  
22.78  
23870 - Scale Mechanic  
20.38  
23890 - Sheet-Metal Worker, Maintenance  
22.78  
23910 - Small Engine Mechanic  
20.38  
23931 - Telecommunications Mechanic I  
27.74  
23932 - Telecommunications Mechanic II  
29.24  
23950 - Telephone Lineman  
26.38  
23960 - Welder, Combination, Maintenance  
22.78  
23965 - Well Driller  
22.78  
23970 - Woodcraft Worker  
22.78  
23980 - Woodworker  
17.52  
24000 - Personal Needs Occupations  
24570 - Child Care Attendant  
12.79  
24580 - Child Care Center Clerk  
17.77  
24610 - Chore Aide  
10.52  
24620 - Family Readiness And Support Services  
15.68  
Coordinator  
24630 - Homemaker  
18.43  
25000 - Plant And System Operations Occupations  
25010 - Boiler Tender  
27.10  
25040 - Sewage Plant Operator  
20.73

25070 - Stationary Engineer  
27.10  
25190 - Ventilation Equipment Tender  
19.08  
25210 - Water Treatment Plant Operator  
20.73  
27000 - Protective Service Occupations  
27004 - Alarm Monitor  
20.57  
27007 - Baggage Inspector  
12.66  
27008 - Corrections Officer  
22.25  
27010 - Court Security Officer  
23.33  
27030 - Detection Dog Handler  
20.57  
27040 - Detention Officer  
22.25  
27070 - Firefighter  
22.39  
27101 - Guard I  
12.66  
27102 - Guard II  
20.57  
27131 - Police Officer I  
26.14  
27132 - Police Officer II  
28.99  
28000 - Recreation Occupations  
28041 - Carnival Equipment Operator  
13.59  
28042 - Carnival Equipment Repairer  
14.63  
28043 - Carnival Equipment Worker  
9.24  
28210 - Gate Attendant/Gate Tender  
13.01  
28310 - Lifeguard  
11.59  
28350 - Park Attendant (Aide)  
14.56  
28510 - Recreation Aide/Health Facility Attendant  
10.62  
28515 - Recreation Specialist  
18.04  
28630 - Sports Official  
11.59  
28690 - Swimming Pool Operator  
18.21  
29000 - Stevedoring/Longshoremen Occupational Services  
29010 - Blocker And Bracer  
23.13

29020 - Hatch Tender  
23.13  
29030 - Line Handler  
23.13  
29041 - Stevedore I  
21.31  
29042 - Stevedore II  
24.24  
30000 - Technical Occupations  
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)  
38.00  
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)  
26.21  
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)  
28.86  
30021 - Archeological Technician I  
18.93  
30022 - Archeological Technician II  
21.11  
30023 - Archeological Technician III  
27.56  
30030 - Cartographic Technician  
27.56  
30040 - Civil Engineering Technician  
24.01  
30061 - Drafter/CAD Operator I  
19.89  
30062 - Drafter/CAD Operator II  
22.25  
30063 - Drafter/CAD Operator III  
24.80  
30064 - Drafter/CAD Operator IV  
30.52  
30081 - Engineering Technician I  
21.63  
30082 - Engineering Technician II  
24.29  
30083 - Engineering Technician III  
27.17  
30084 - Engineering Technician IV  
33.66  
30085 - Engineering Technician V  
41.16  
30086 - Engineering Technician VI  
49.81  
30090 - Environmental Technician  
24.92  
30210 - Laboratory Technician  
23.38  
30240 - Mathematical Technician  
28.94  
30361 - Paralegal/Legal Assistant I  
21.36

30362 - Paralegal/Legal Assistant II  
26.47  
30363 - Paralegal/Legal Assistant III  
32.36  
30364 - Paralegal/Legal Assistant IV  
39.16  
30390 - Photo-Optics Technician  
27.56  
30461 - Technical Writer I  
21.84  
30462 - Technical Writer II  
26.70  
30463 - Technical Writer III  
32.31  
30491 - Unexploded Ordnance (UXO) Technician I  
24.15  
30492 - Unexploded Ordnance (UXO) Technician II  
29.22  
30493 - Unexploded Ordnance (UXO) Technician III  
35.03  
30494 - Unexploded (UXO) Safety Escort  
24.15  
30495 - Unexploded (UXO) Sweep Personnel  
24.15  
30620 - Weather Observer, Combined Upper Air Or (see 2)  
24.80  
Surface Programs  
30621 - Weather Observer, Senior (see 2)  
27.56  
31000 - Transportation/Mobile Equipment Operation Occupations  
31020 - Bus Aide  
13.02  
31030 - Bus Driver  
18.95  
31043 - Driver Courier  
12.71  
31260 - Parking and Lot Attendant  
10.07  
31290 - Shuttle Bus Driver  
14.69  
31310 - Taxi Driver  
13.98  
31361 - Truckdriver, Light  
14.69  
31362 - Truckdriver, Medium  
17.18  
31363 - Truckdriver, Heavy  
18.42  
31364 - Truckdriver, Tractor-Trailer  
18.42  
99000 - Miscellaneous Occupations  
99030 - Cashier  
10.03

99050 - Desk Clerk  
11.58  
99095 - Embalmer  
23.05  
99251 - Laboratory Animal Caretaker I  
11.30  
99252 - Laboratory Animal Caretaker II  
12.35  
99310 - Mortician  
31.73  
99410 - Pest Controller  
16.01  
99510 - Photofinishing Worker  
12.75  
99710 - Recycling Laborer  
16.82  
99711 - Recycling Specialist  
20.65  
99730 - Refuse Collector  
14.91  
99810 - Sales Clerk  
12.09  
99820 - School Crossing Guard  
13.43  
99830 - Survey Party Chief  
21.94  
99831 - Surveying Aide  
13.63  
99832 - Surveying Technician  
20.85  
99840 - Vending Machine Attendant  
14.43  
99841 - Vending Machine Repairer  
18.73  
99842 - Vending Machine Repairer Helper  
14.43

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.35 per hour or \$134.00 per week or \$580.66 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the

performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential

and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees

employed in a position that represents a high degree of hazard when working with or

in close proximity to ordinance, explosives, and incendiary materials. This

includes work such as screening, blending, dying, mixing, and pressing of sensitive

ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder

and photoflash powder. All dry-house activities involving propellants or explosives.

Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**\*\* UNIFORM ALLOWANCE \*\***

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary

affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE  
{Standard Form  
1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall

be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)}

When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.



## **LIVING WAGE ACT FACT SHEET**

The “Living Wage Act of 2006,” Title I of D.C. Law 16-18, (D.C. Official Code §§2-220.01-.11) became effective June 9, 2006. It provides that District of Columbia government contractors and recipients of government assistance (grants, loans, tax increment financing) in the amount of \$100,000 or more shall pay affiliated employees wages no less than the current living wage rate.

**Effective January 1, 2008, the living wage rate is \$12.10 per hour.**

Subcontractors of D.C. government contractors who receive \$15,000 or more from the contract and subcontractors of the recipients of government assistance who receive \$50,000 or more from the assistance are also required to pay their affiliated employees no less than the current living wage rate.

“Affiliated employee” means any individual employed by a recipient who receives compensation directly from government assistance or a contract with the District of Columbia government, including any employee of a contractor or subcontractor of a recipient who performs services pursuant to government assistance or a contract. The term “affiliated employee” does not include those individuals who perform only intermittent or incidental services with respect to the government assistance or contract, or who are otherwise employed by the contractor, recipient or subcontractor.

**Exemptions** – The following contracts and agreements are exempt from the Living Wage Act:

1. Contracts or other agreements that are subject to higher wage level determinations required by federal law (i.e., if a contract is subject to the Service Contract Act and certain wage rates are lower than the District’s current living wage, the contractor must pay the higher of the two rates);
2. Existing and future collective bargaining agreements, provided that the future collective bargaining agreement results in the employee being paid no less than the current 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;

6. An employee, under 22 years of age, employed during a school vacation period, or enrolled as 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;
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 of Columbia;
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.

## **Enforcement**

The Department of Employment Services (DOES) and the D.C. Office of Contracting and Procurement (OCP) share monitoring responsibilities.

If you learn that a contractor subject to this law is not paying at least the current living wage you should report it to the Contracting Officer.

If you believe that your employer is subject to this law and is not paying you at least the current living wage, you may file a complaint with the DOES Office of Wage – Hour, located at 64 New York Ave., NE, Room 3105, (202) 671-1880.

For questions and additional information, contact the Office of Contracting and Procurement at (202) 727-0252 or the Department of Employment Services on (202) 671-1880.

**Please note:** *This fact sheet is for informational purposes only as required by Section 106 of the Living Wage Act. It should not be relied on as a definitive statement of the Living Wage Act or any regulations adopted pursuant to the law.*

**PRIME CONTRACTOR INFORMATION:**

Company: _____ Street Address: _____ City & Zip Code: : _____ Phone Number: _____ Fax: _____ Email Address: _____	Solicitation Number: _____ Contractor's Tax ID Number: _____ Caption of Plan: _____ _____ _____ Duration of the Plan: From _____ to _____ Total Prime Contract Value: \$ _____ Amount of Contract (excluding the cost of materials, goods, supplies and equipment) \$ _____ Amount of all Subcontracts: \$ _____ LSDBE Total: \$ _____ equals _____ % <div style="text-align: center;">                     LSDBE Subcontract Value <span style="margin-left: 100px;">Percentage Set Aside</span> </div>
Project Name: _____ Address: _____ _____ Project Descriptions: _____ _____ _____	

(List each subcontractor at any tier that will be awarded a subcontract to meet your total set aside goal.)

**SUBCONTRACTOR INFORMATION: (use continuation sheet for additional subcontracts)**

Name	Address & Telephone No.	Type of Work	NIGP Code(s)	Description of Work						
Total Amount Set Aside: \$ _____ Percentage of Total Set Aside Amount : _____ %    Tier: : _____ <span style="margin-left: 150px;">1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup></span> LSDBE Certification Number: _____ Certification Status: <table border="1" style="display: inline-table; border-collapse: collapse;"> <tr> <td style="padding: 2px;">SBE:</td> <td style="padding: 2px;">LBE:</td> <td style="padding: 2px;">DBE:</td> <td style="padding: 2px;">DZE:</td> <td style="padding: 2px;">ROB:</td> <td style="padding: 2px;">LRB:</td> </tr> </table> (check all that apply)			SBE:	LBE:	DBE:	DZE:	ROB:	LRB:	Point of Contact: _____ <span style="margin-left: 150px;">Name (Print)</span> Contact Telephone Number: _____ Fax Number: _____ Email Address: _____	
SBE:	LBE:	DBE:	DZE:	ROB:	LRB:					

**CERTIFICATIONS**

The prime contractor shall attach a **notarized** statement including the following:

- a. A **description of the efforts** the prime contractor will make to ensure that LBEs, DBEs, ROBs, SBEs, LRBs, or DZEs will have an equitable opportunity to compete for subcontracts;
- b. 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;
- c. **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;
- d. Listing 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 include assurances that the prime contractor will make such records available for review upon the District's request; and
- e. A description of the prime contractor's recent **efforts to locate LBEs, DBEs, SBEs, DZEs, LRBs, and ROBs, and to award subcontracts to them.**

**PERSON PREPARING THE SUBCONTRACTING PLAN:**

Name: _____ <span style="margin-left: 150px;">(Print)</span> Telephone Number: (    ) _____ - _____ Fax Number: (    ) _____ - _____ Email Address: _____	Signature: _____ Title: _____ Date: _____
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**FOR CONTRACTING OFFICER USE ONLY**

Date Plan Received by Contracting Officer: _____		
Report: <input type="checkbox"/> Acceptable <input type="checkbox"/> Not Acceptable	Contract Number: _____	
_____	_____	_____
Name & Title of Contracting Officer	Signature	Date

(List each subcontractor that will be awarded a subcontract to meet your total set aside goal.)

SUBCONTRACTOR INFORMATION: (use continuation sheet for additional subcontracts)										
Name	Address & Telephone No.	Type of Work	NIGP Code(s)	Description of Work						
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## 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 to be used as information about the project and context and is not to be considered as specific requirements or recommendations. Section C contains the specific requirements for this procurement.

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***

*Note: These are recommendations from the consultants and do not represent hard requirements for this procurement. Section C contains the specific requirements for this procurement. Also note that the enterprise platform is already in place, consisting of IBM FileNet and Kofax.*

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.
- 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.

<b>BACKFILE CONVERSION MODEL</b>					
Doc Prep	Scan/Rescan	Index/Validation	Processing/Rendering	QC	Project Management
					
					
					
					
					

- 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 business process management 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 a 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**

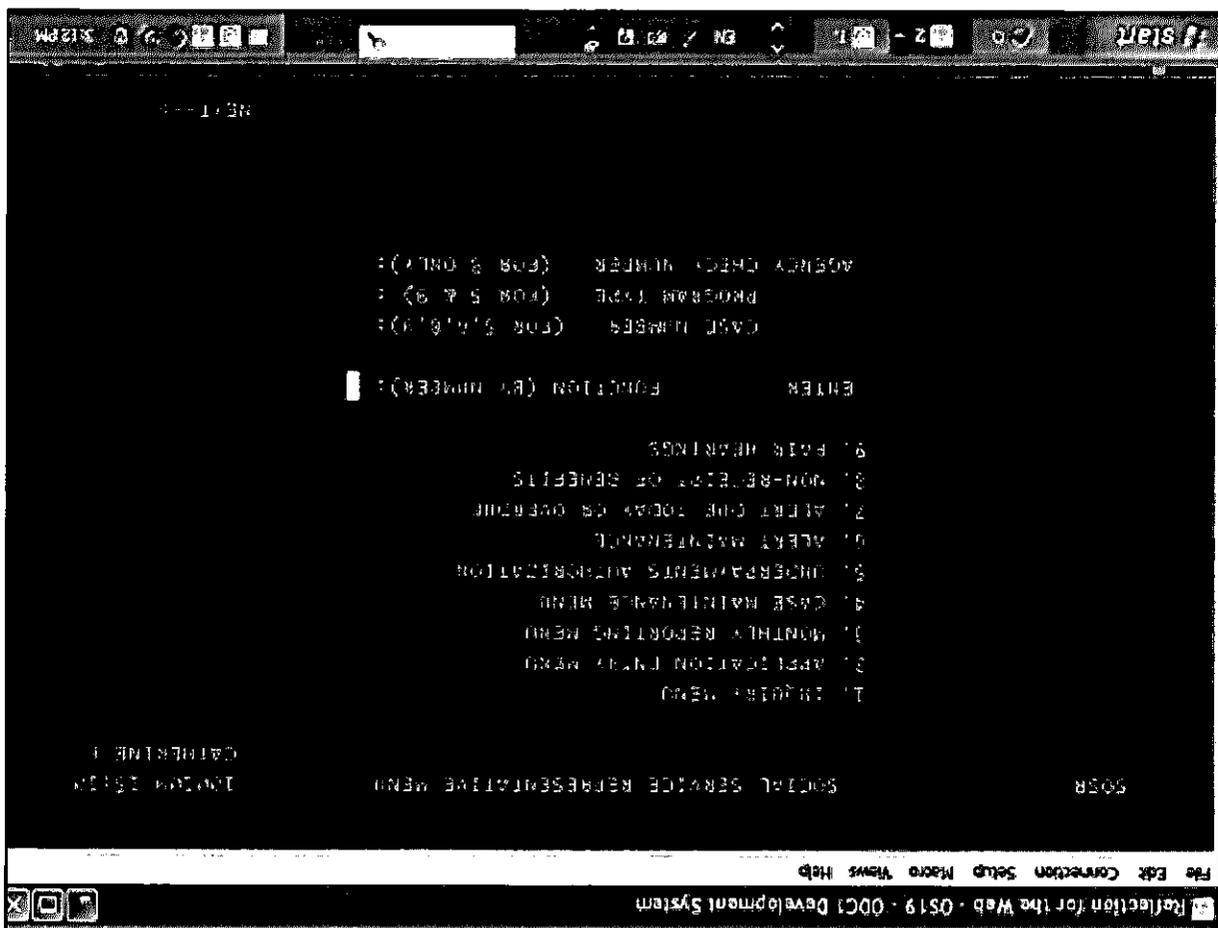
The Income Maintenance Administration (IMA), within the District of Columbia's Department of Human Services (DHS), is responsible for administering the Temporary Assistance to Needy Families (TANF), Food Stamp, and Medicaid programs as well as a range of smaller federally and locally funded cash, medical 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.

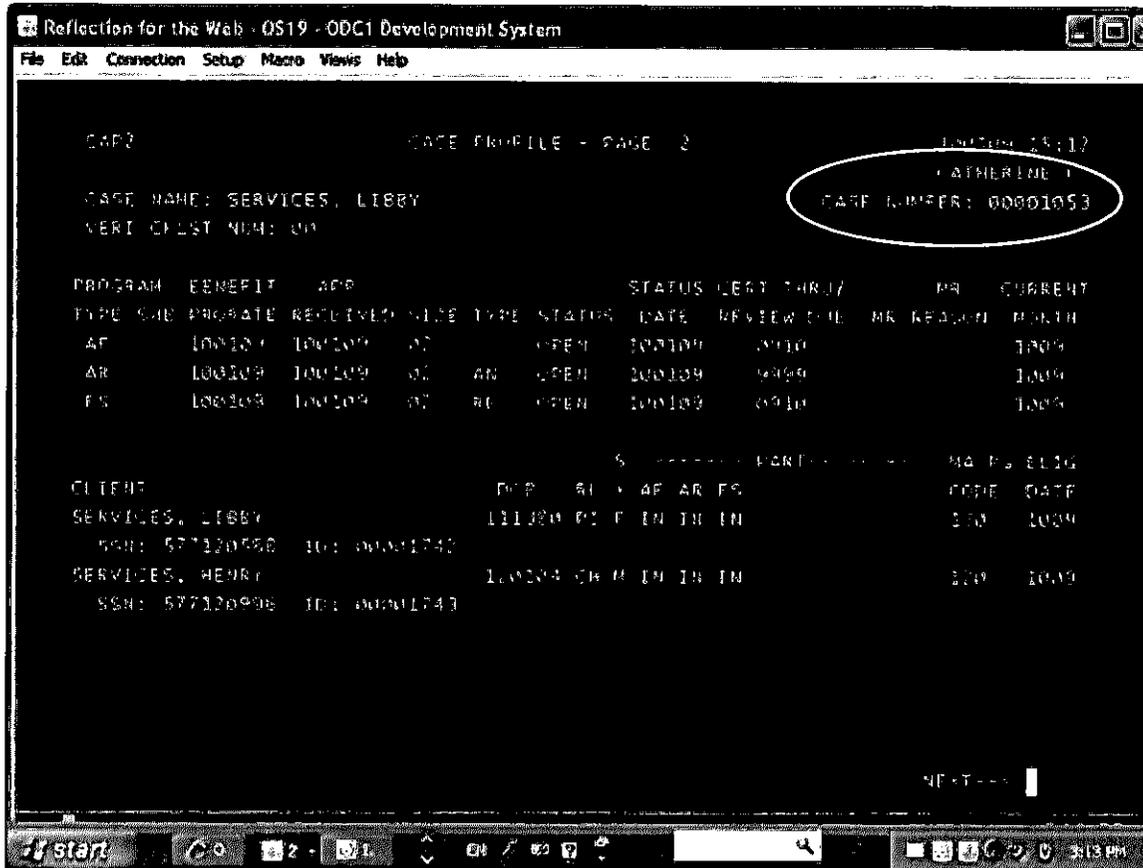
Users access the application from PCs running Windows XP. The terminal emulator software is Reflection for the Web from Attachmate, version 9.01.35.560.

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.

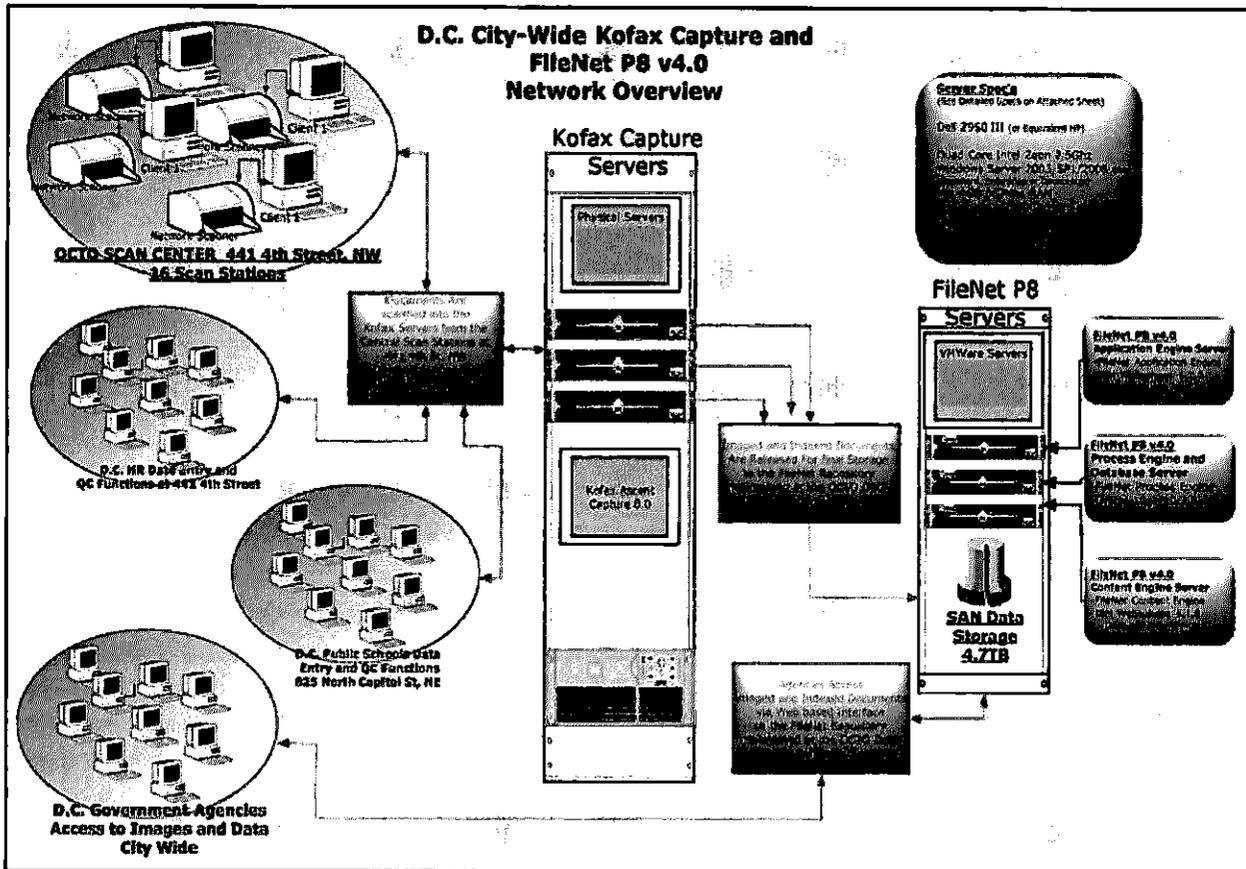
The following screen shot is the primary Case Profile Screen. It is envisioned that this screen would be image-enabled using Case Number. Each case file is unique to a Case Number. IMA will provide programmatic support in the development of the link between the DIMS and the legacy system as well as whatever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



## APPENDIX C – OVERVIEW OF EXISTING IBM 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 IBM FileNet such that ACEDS users can retrieve documents directly from the ACEDS interface.



### Standards for Development

TECHNOLOGY	STANDARD	Version
Database	Oracle	10g
Development Platform	Java	
Application Engine	WebSphere	6.1.0

Solicitation No. DCTO-2010-R-0036 (Revised)  
Document Imaging Management System

Middleware	WebSphere MQ	6.1.0
Server	DELL 2950 D	
Server OS	Microsoft Windows Server2003	
Virtualization	VMWare	
Content Management	Content Engine	4.0
	Process Engine	4.0
Capture	KOFAX	8.0

## **APPENDIX D – DESIRED CASE MANAGEMENT INTERFACE**

DIMS Phase I includes design and development of a case management user interface. This interface is envisioned as an intuitive, easy to use interface that allows users to navigate through a case file that may be 100 pages or more. Contractors are encouraged to propose a design for this approach in their proposals, based on best practices and their experience with other case management or Social Services applications.

Solutions that require minimal custom development to configure and deploy are favored.

Any required development shall incorporate the standards described in Appendix C.

**APPENDIX E – TURNKEY OR “OUT OF THE BOX” SOLUTION QUESTIONS**

Vendors are encouraged to propose solutions or components that already exist or which have been deployed in similar Department of Human Services solutions, in order to limit the amount of custom development required. For each proposed component or solution, please fill out the following questions and submit with your proposal.

<b>Turnkey Solution</b>		
<b>Component</b>	<b>Yes</b>	<b>No</b>
Project Analysis		
Scan & Index Service		
Bulk Import Service		
Bulk Import Utility		
Out-of-Box Solution		
Custom User Interface		
Integration Services		
Process Design Service		
Implementation Service		

1. Please describe any responses above where the Contractor provides an Out-of-Box solution:

<b>Description</b>

2. How long has the current version of the proposed software been in production?

<b>Description</b>

3. Will the Contractor provide all periodic enhancements to the software at no additional charge, beyond the annual support agreement?

<b>YES</b>	<b>NO</b>

4. Please describe the frequency of major and minor releases

<b>Release Schedule</b>

5. The City requests that the Contractor agrees to a one year warranty. The warranty period would start on the day of final approval for payment, after the system is installed and functioning properly, and after the City’s authorized representative and consultants have

tested and approved the system. Will the Contractor agree with this condition? (please check one)

<b>YES</b>	<b>NO</b>

6. If the Contractor does not agree, what is the longest time that the Contractor would agree to an "on-site" warranty?

<b>Duration</b>

7. If the City purchases software from the Contractor, will a copy of the source code be provided? (please check one)

<b>YES</b>	<b>NO</b>

8. If not, will the source code be placed in escrow? (please check one)

<b>YES</b>	<b>NO</b>

9. Are all items quoted F.O.B. delivered, freight prepaid and allowed? (please check one)

<b>YES</b>	<b>NO</b>

10. Does the proposing Contractor have a toll-free support line? (if Yes, please describe if it is through the reseller or through the product manufacturer)

<b>YES</b>	<b>NO</b>

<b>Description</b>

11. Does the Contractor have a User Group? (if Yes, please describe if it is through the reseller or through the product manufacturer)

<b>YES</b>	<b>NO</b>

<b>Description</b>

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12. How many fully operational installations has the Contractor completed as follows:

<b>Local units of government</b>	<b>LOCAL</b>	<b>NATIONAL</b>
City		
Counties		
100,000 population		

## APPENDIX F – 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