

GOVERNMENT OF THE DISTRICT OF COLUMBIA TASK ORDER/DELIVERY ORDER FOR SERVICES OFFEROR TO COMPLETE BLOCKS 18 & 29				1. REQUISITION NUMBER		PAGE 1 of 10					
2. TASK ORDER AGREEMENT NO. CW102964		3. Award/Effective Date See Block 16c.		4. CONTRACT NUMBER		5. SOLICITATION NUMBER Doc627954					
7. FOR SOLICITATION INFORMATION CONTACT Email: ivan.thomas1@dc.gov		A. NAME Ivan Thomas			B. TELEPHONE (No Collect Calls) (202) 548-3810		8. OFFER DUE DATE: 09/21/2022				
9. ISSUED BY Office of Contracting and Procurement Information Technology Group 441 4 TH Street, N.W., Suite 330 South Washington, D.C. 20001			10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE %FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUS. <input checked="" type="checkbox"/> DCSS SIC: SIZE STANDARD:		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> N/A		12. PAYMENT DISCOUNT TERMS Net 30 days				
					<input type="checkbox"/> 13. RESERVED						
					14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFTOP <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP <input type="checkbox"/> 2-STEP						
5. CONTRACTOR / OFFEROR Document Systems, Incorporated (DSI) 1220 12th Street, SE, Suite 120 Washington, DC 20003			16. PAYMENT WILL BE MADE BY CODE Office of the Chief Technology Officer/Accounts Payable 200 I Street, S.E., Washington, D.C. 20003 www.vendorportal.dc.gov								
15A DUNS NO. 15B TAX ID NO.											
17. DELIVER TO Office of the Chief Technology Officer Attn: Anup Sharma 200 I Street, S.E., 5th Floor Washington, D.C. 20003			18. ADMINISTERED BY Office of the Chief Technology Officer 200 I Street, S.E., 5th Floor Washington, D.C. 20003								
18A. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN THE OFFER <input type="checkbox"/>				18B. SUBMIT INVOICES TO THE ADDRESS SHOWN IN BLOCK 16 UNLESS THE BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM							
19 ITEM NO.		20 SCHEDULE OF SUPPLIES/SERVICES		21 QUANTITY		22 UNIT		23 UNIT PRICE		24 AMOUNT	
0001 Through 0004		FileNet Kofax Maintenance Support and Scanning		1		Lot		-----		\$323,780.48	
25. ACCOUNTING AND APPROPRIATION DATA PURCHASE ORDER NO.				26. TOTAL AWARD (FOR GOVT. USE ONLY) \$323,780.48							
27. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ONE COPY TO THE ISSUING OFFICE. THE CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL PAGES SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN. THIS ORDER IS ISSUED SUBJECT TO THE TERMS AND CONDITIONS OF THE DC SUPPLY SCHEDULE CONTRACT, FEDERAL SUPPLY SCHEDULE CONTRACT OR COOPERATIVE AGREEMENT IDENTIFIED IN BLOCK 4.				28. THE FOLLOWING DOCUMENTS ARE INCORPORATED BY REFERENCE INTO THIS TASK ORDER IN THE FOLLOWING PRIORITY: (1) CONTRACTOR'S Technical proposal THIS ORDER IS ISSUED SUBJECT TO THE TERMS AND CONDITIONS OF THE DC SUPPLY SCHEDULE CONTRACT, FEDERAL SUPPLY SCHEDULE CONTRACT OR COOPERATIVE AGREEMENT IDENTIFIED IN BLOCK 4.							
29A. SIGNATURE OF OFFEROR /CONTRACTOR <i>Joel Limerick</i>				30A. DISTRICT OF COLUMBIA (SIGNATURE OF CONTRACTING OFFICER) <i>Brenda Allen</i>							
29B. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		29C. DATE SIGNED		30B. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)				30C. DATE SIGNED			
Joel Limerick, CEO		10/5/2022		Brenda Allen Contracting Officer				10/6/2022			

1. SERVICES REQUIRED

The Government of the District of Columbia, Office of Contracting and Procurement, on behalf of the Office of the Chief Technology Officer (OCTO), seeks a contractor (Premier IBM Business Partner) to provide document management system, namely FileNet and Kofax, maintenance support and scanning services for the District agencies.

2. CONTRACT NUMBER

CW

3. TASK ORDER NUMBER

CW102964

4. TERM OF CONTRACT

The period of performance shall be October 1, 2022 through September 30, 2023.

4.1 OPTION TO EXTEND THE TERM OF THE CONTRACT

The District may extend the term of this contract for **one** option period, or successive fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that the District will give the Contractor preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the District to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to the expiration of the contract.

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

4.3 The price for the option period(s) shall be as specified in Section B of the contract. The total duration of this contract, including the exercise of any options under this clause, shall not exceed **two** years.

5. CONTRACTING OFFICER (CO)

Contracts may be entered into and signed on behalf of the District Government only by Contracting Officers. The name, address, and telephone number of the Contracting Officer for this task order is:

Brenda Allen, Supervisory, Contract Specialist
Office of Contracting and Procurement
Office of the Chief Technology Officer
The District of Columbia Government
Cell: (202) 251-2780
Email: brenda.allen@dc.gov

5.1 The CO is the only person authorized to approve changes in any of the requirements of this contract.

5.2 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 CO.

5.3 In the event the Contractor effects any change at the instruction or request of any person other than the CO, the change will be considered to have been made without authority and with no adjustment.

6. CONTRACT ADMINISTRATOR (CA)

The CA is responsible for the technical administration of the contract and advises the Contracting Officer as to the Contractor's compliance or noncompliance with the contract. In addition, the CA is responsible for the day-to-day monitoring and supervision of the contract, for ensuring that the work conforms to the requirements of this contract, and such other responsibilities and authorities as may be specified in writing by the Contracting Officer. The CA for this task order is:

Anup Sharma
PM EDM/FileNet
Govt of the District of Columbia, OCTO,
200 I Street, SE, WDC 20003
202-741-5841
anup.sharma@dc.gov

6.1 It is understood and agreed that the CA shall not have the authority to make changes in the specifications/scope of work or terms and conditions of the contract.

6.2 Contractor shall 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.

7. INVOICE PAYMENT

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.

7.1 The District will pay the Contractor on or before the 30th day after receiving a proper invoice from the Contractor.

8. INVOICE SUBMITTAL

The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in the contract.

8.1 The Contractor shall submit payment requests in electronic format through the DC Vendor Portal www.vendorportal.dc.gov by selecting the applicable purchase order number which is listed on the Contractor's profile.

8.2 To constitute a proper invoice, the Contractor shall attach to all payment requests the invoice and all supporting documentation or information.

9. INSURANCE

A. GENERAL REQUIREMENTS:

The Contractor, at its sole expense, shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall have its insurance broker or insurance company submit a Certificate of Insurance to the CO, giving evidence of the required coverage prior to commencing performance under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the CO. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A- / VII or higher. Should the Contractor decide to engage a subcontractor for segments of the work under this contract, then, prior to commencement of work by the subcontractor, the Contractor shall submit in writing the name and brief description of work to be performed by the subcontractor on the Subcontractors Insurance Requirement Template provided by the CA, to the Office of Risk

Management (ORM). ORM will determine the insurance requirements applicable to the subcontractor and promptly deliver such requirements in writing to the Contractor and the CA. The Contractor must provide proof of the subcontractor's required insurance prior to commencement of work by the subcontractor. If the Contractor decides to engage a subcontractor without requesting from ORM specific insurance requirements for the subcontractor, such subcontractor shall have the same insurance requirements as the Contractor.

All required policies shall contain a waiver of subrogation provision in favor of the Government of the District of Columbia.

The Government of the District of Columbia shall be included in all policies required hereunder to be maintained by the Contractor and its subcontractors (except for workers' compensation and professional liability insurance) as an additional insured for claims against The Government of the District of Columbia relating to this contract, with the understanding that any affirmative obligation imposed upon the insured Contractor or its subcontractors (including without limitation the liability to pay premiums) shall be the sole obligation of the Contractor or its subcontractors, and not the additional insured. The additional insured status under the Contractor's and its subcontractors' Commercial General Liability insurance policies shall be effected using the ISO Additional Insured Endorsement form CG 20 10 11 85 (or CG 20 10 07 04 **and** CG 20 37 07 04) or such other endorsement or combination of endorsements providing coverage at least as broad and approved by the CO in writing. All of the Contractor's and its subcontractors' liability policies (except for workers' compensation and professional liability insurance) shall be endorsed using ISO form CG 20 01 04 13 or its equivalent so as to indicate that such policies provide primary coverage (without any right of contribution by any other insurance, reinsurance or self-insurance, including any deductible or retention, maintained by an Additional Insured) for all claims against the additional insured arising out of the performance of this Statement of Work by the Contractor or its subcontractors, or anyone for whom the Contractor or its subcontractors may be liable. These policies shall include a separation of insureds clause applicable to the additional insured.

If the Contractor and/or its subcontractors maintain broader coverage and/or higher limits than the minimums shown below, the District requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor and subcontractors.

1. Commercial General Liability Insurance ("CGL") - The Contractor shall provide evidence satisfactory to the CO with respect to the services performed that it carries a CGL policy, written on an occurrence (not claims-made) basis, on the Insurance Services Office, Inc. ("ISO") form CG 00 01 04 13 (or another occurrence-based form with coverage at least as broad and approved by the CO in writing), covering liability for all ongoing and completed operations of the Contractor, including ongoing and completed operations under all subcontracts, and covering claims for bodily injury, including without limitation sickness, disease or death of any persons, injury to or destruction of property, including loss of use resulting therefrom, personal and advertising injury, and including coverage for liability arising out of an Insured Contract (including the tort liability of another assumed in a contract) and acts of terrorism (whether caused by a foreign or domestic source). Such coverage shall have limits of liability of not less than \$1,000,000 each occurrence, a \$2,000,000 general aggregate (including a per location or per project aggregate limit endorsement, if applicable) limit, a \$1,000,000 personal and advertising injury limit, and a \$2,000,000 products-completed operations aggregate limit.

The contractor/vendor should be named as an additional insured on the applicable manufacturer's/distributor's Commercial General Liability policy using Insurance Services Office, Inc. ("ISO") form CG 20 15 04 13 (or another occurrence-based form with coverage at least as broad).

OCP should collect, review for accuracy and maintain all warranties for goods and services.

2. Automobile Liability Insurance - The Contractor shall provide evidence satisfactory to the CO of commercial (business) automobile liability insurance written on ISO form CA 00 01 10 13 (or another form with coverage at least as broad and approved by the CO in writing) including coverage for all owned, hired, borrowed and non-owned vehicles and equipment used by the Contractor, with a minimum per accident limits equal to the greater of (i) the limits set forth in the Contractor's commercial automobile liability policy or (ii) \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
3. Workers' Compensation Insurance - The Contractor shall provide evidence satisfactory to the CO of 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 evidence satisfactory to the CO of 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.

All insurance required by this paragraph 3 shall include a waiver of subrogation endorsement for the benefit of the Government of the District of Columbia.

4. Cyber Liability Insurance - The Contractor shall provide evidence satisfactory to the Contracting Officer of Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as undertaken by the Contractor in this agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, the release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.
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 claim or per occurrence for each wrongful act and \$2,000,000 annual aggregate. The Contractor warrants that any applicable retroactive date precedes the date the Contractor first performed any professional services for the Government of the District of Columbia and that continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least ten years after the completion of the professional services.
6. Commercial Umbrella or Excess Liability - The Contractor shall provide evidence satisfactory to the CO of commercial umbrella or excess liability insurance with minimum limits equal to the greater of (i) the limits set forth in the Contractor's umbrella or excess liability policy or (ii) \$5,000,000 per occurrence and \$5,000,000 in the annual aggregate, following the form and in excess of all liability policies. **All** liability coverages must be scheduled under the umbrella and/or excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance, or reinsurance maintained by the District, and the "other insurance" provision must be amended in accordance with this requirement and principles of vertical exhaustion.

B. PRIMARY AND NONCONTRIBUTORY INSURANCE

The insurance required herein shall be primary to and will not seek contribution from any other insurance, reinsurance, or self-insurance, including any deductible or retention, maintained by the Government of the District of Columbia.

- C. DURATION.** The Contractor shall carry all required insurance until all contract work is accepted by the District of Columbia and shall carry listed coverages for ten years for construction projects following final acceptance of the work performed under this contract and two years for non-construction-related contracts.
- D. 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.
- E. CONTRACTOR'S PROPERTY.** Contractors 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.
- F. 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.
- G. NOTIFICATION.** The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event of coverage and/or limit changes or if the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium. The Contractor will also provide the CO with an updated Certificate of Insurance should its insurance coverages renew during the contract.
- H. 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. Certificates of insurance must reference the corresponding contract number. Evidence of insurance shall be submitted to:

The Government of the District of Columbia
And mailed to the attention of:
Ivan Thomas/Office of Contract and Procurement
200 I Street S.E. D.C. 20003
202.548.3810
Ivan.Thomas1@dc.gov

The CO may request, and the Contractor shall promptly deliver updated certificates of insurance, endorsements indicating the required coverages, and/or certified copies of the insurance policies. If the insurance initially obtained by the Contractor expires prior to completion of the contract, renewal certificates of insurance and additional insured and other endorsements shall be furnished to the CO prior to the date of expiration of all such initial insurance. For all coverage required to be maintained after completion, an additional certificate of insurance evidencing such coverage shall be submitted to the CO on an annual basis as the coverage is renewed (or replaced).

- I. DISCLOSURE OF INFORMATION.** The Contractor agrees that the District may disclose the name and contact information of its insurers to any third party which presents a claim against the District for any damages or claims resulting from or arising out of work performed by the Contractor, its agents, employees, servants, or subcontractors in the performance of this contract.
- J. CARRIER RATINGS.** All Contractor's and its subcontractors' insurance required in connection with this contract shall be written by insurance companies with an A.M. Best Insurance Guide rating of at least A- VII (or the equivalent by any other rating agency) and licensed in the in the District.

- 10. ORDER OF PRECEDENCE.** The contract awarded as a result of this GSA will contain the following clause:

A conflict in language shall be resolved by giving precedence to the document in the highest order of priority that contains language addressing the issue in question. The following documents are incorporated into the contract by reference and made a part of the contract in the following order of precedence:

1. An applicable Court Order, if any
2. Contract document
3. Standard Contract Provisions
4. Contract attachments other than the Standard Contract Provisions
5. RFTOP, as amended
6. Proposal

11. ATTACHMENTS

11.1 Attachment A – Statement of Work

11.2 Attachment B - Price Schedule

ATTACHMENT A

A.1 SCOPE:

The Government of the District of Columbia, Office of Contracting and Procurement, on behalf of the Office of the Chief Technology Officer (OCTO), seeks a contractor (Premier IBM Business Partner) to provide document management system, namely FileNet and Kofax, maintenance support and scanning services for the District agencies.

A.2 APPLICABLE DOCUMENTS

N/A

A.3 DEFINITIONS

a) **VM** - A virtual computer system is known as a “virtual machine” (VM): a tightly isolated software container with an operating system and application inside. Each self-contained VM is completely independent. Putting multiple VMs on a single computer enables several operating systems and applications to run on just one physical server, or “host

b) **High Availability** – It refers to a system or component that is continuously operational for a desirably long length of time. Availability can be measured relative to “100% operational” or “never failing.”

c) **Server** - server is a computer program or a device that provides functionality for other programs or devices, called "clients." This architecture is called the client-server model, and a single overall computation is distributed across multiple processes or devices.

d) **Clustering** - A cluster consists of two or more servers working together to provide a higher level of availability, reliability, and scalability than can be obtained by using a single computer. They are groups of servers that support server applications that can be reliably utilized with a minimum of downtime.

e) **CPE** – Content Platform Engine Server

f) **ICN** – Content Navigator (user interface)

g) **LDAP** - Lightweight Directory Access Protocol. It is an open, vendor-neutral, industry-standard application protocol for accessing and maintaining distributed directory information services over an Internet Protocol (IP) network.

A.4 BACKGROUND

The OCTO Document management systems currently have a scanning application (Kofax) and an Electronic Document management (EDM) system (FileNet) for storing, sharing, retrieving, and securing electronic documents. Documents are scanned, classified, indexed in Kofax, and released into FileNet. Both FileNet and Kofax Systems have a Test and Production environment. The DCRB environment is set up in a clustered/Highly available environment.

A.5 REQUIREMENTS

A.5.1 The Contractor shall provide the following:

A.5.1 Support and Maintenance

A.5.1.1 The Contractor shall provide weekly reports along with reports of all FileNet & Kofax system issues and resolutions. The reports shall include:

- a) Document usage based on Document type and user – added into the FileNet application.
- b) Document and user productivity reports from the Kofax application.
- c) Status of issues reported and fixed during the week.

A.5.1.2 The Contractor shall provide monthly system maintenance tasks and break-fix support for the OCTO and DCRB document management systems. Tasks shall include:

- a) Monitor Kofax services
- b) Check Kofax license image counts
- c) Monitor FileNet and Content Navigator services
- d) FileNet System health check
- e) ICN Content Navigator and Application layer health check
- f) Check FileNet and Kofax file systems
- g) Check IBM Content Search Services' health

A.5.1.3 The Contractor shall provide application software patch updates bi-annually for both the OCTO-managed FileNet and Kofax Systems. The tasks will include:

- a) Update and Configure WebSphere Application Server
- b) Update and Configure WebSphere HTTP Server
- c) Update and Configure WebSphere Customization Tool
- d) Update and Configure Java for WebSphere Application Server
- e) Update and Configure Content Platform Engine
- f) Update and Configure Content Search Services
- g) Update and Configure Content Navigator
- h) Update and Configure IBM Enterprise Records (if applicable)
 - i. Update and Configure Content Platform Engine Client
 - ii. Update and Configure Kofax Capture
 - iii. Update and Configure Kofax Capture Transformation Module

A.5.2 IBM case Manager implementation

The Contractor shall configure and implement IBM Case Manager on the DCRB Documents management system (FileNet). The Contractor shall install the latest version of IBM Case Manager on the test and Production environment for DCRB. The vendor shall create and configure two case workflows to automate existing business processes for managing Case documents.

- a) Configure and implement/Install IBM Case Manager.
- b) Design and configure two case workflows to automate existing business processes for managing Case documents.
- c) Provide training on using and managing the two workflows.
- d) Configure connection from IBM case manager to the STAR application (PeopleSoft). Most of the case-related data is already in the STAR application

system hosted by the federal government. Integrating with this system will reduce data entry time and increase data accuracy and work efficiency.

A.5.3 Scanning services

A.5.3.1 Scanning services for DC Public Schools

- a) The Contractor shall scan a subset of closed school records and special education records. The closed school records are organized into pallets and file cabinets. Currently, there are approximately 383 file cabinets of Permanently Closed School records. There are 232 pallets and 85 file cabinets of records from the Special Education department. These total approximately 3.5 million pages of records.

Closed School Records	Cabinets	Drawers	Subtotal
	408	2,050	3,075,00
Special Education Records	Pallets	Boxes	Subtotal
	232	11,600	17,400,000
	Cabinets	Drawers	Subtotal
	85	425	637,500

- b) The Contractor shall scan, digitize, and capture data from a subset of these documents for this phase, which is approximately 1,250,000 pages of documents (30 file cabinets and 12 pallets) (details in A.3.3.1.1 and A.3.3.1.2)

A.5.3.1.1 Closed School Records (Approximately 383 file cabinets of Permanently Closed school records)

- a) Cabinets are 1.5 feet long and deep, with 5 drawers. Closed School Records are either handwritten or typed, containing protected health information.
- b) These include but are not limited to the following types of documents:
- Assessments
 - Attendance Records
 - Health Records
 - Transcripts
 - Diploma
 - Report Cards
 - IEP
 - Census Card
- c) Closed School records may have information either written or typed on both sides of the pages. They may vary in legibility.
- d) Minimal Data must be abstracted for indexing and search.
- e) Fields to be captured/data entered for indexing and search are Student Last Name, Middle Initial, First Name, School Name, Graduation Date (if the student has graduated), Document type (Transcript, diploma), and Date of Birth. (May change)

- f) Quality standards in place to ensure student records are properly scanned, indexed, and searchable.

A.5.3.1.2 Special Education Records (232 pallets and 85 file cabinets of special education records)

- a) Cabinets are 1.5 feet long and deep, with 5 drawers
- b) Special education records may have information either written or typed on both sides of the pages.
- c) They may vary in legibility.
- d) Minimal Data must be abstracted for indexing and search.
- e) Fields to be captured/data entered for indexing and search are Student Last Name, Middle Initial, First Name, School Name, Graduation Date (if the student has graduated), Document type (Transcript, diploma), and Date of Birth. (May change)
- f) The records shall be scanned as text-readable PDFs.
- g) Quality standards in place to ensure student records are properly scanned, indexed, and searchable.

A.5.3.2 Scanning services for D.C. Commission on Judicial Disabilities and Tenure (CJDT)

A.5.3.2.1 The Contractor shall scan D.C. Commission Records. These records are organized and stored in file cabinets. There are about 15 file cabinets that include these records. There are a total of 45 drawers that contain records to be scanned. These total approximately 174,900 pages of records. (Details in A.5.3.2.1.1)

D.C. Commission Records	Cabinets	Drawers	Subtotal (pages)
	9	45	150,000
Special Education Records	Binders		Subtotal
	48		20,000
	Books		
	6		900
Total			~174,900 pages

A.5.3.2.1.1 D.C. Commission Records

- a) Cabinets are 2.5 feet long and deep, with 5 drawers. Records are either handwritten or typed containing Personal Identifiable Information (PII) information.
- b) These include but are not limited to the following types of documents:
 - i. Judges Records
 - ii. Attendance Records
 - iii. Health Records
 - iv. Transcripts
 - v. Complaints

- vi. Meeting Minutes
- vii. Acknowledgement Letters
- viii. Judicial Evaluation Survey Reports
- ix. Annual Reports
- x. General Correspondence

- c) The records may have information either written or typed on both sides of the pages. They may vary in legibility.
- d) Minimal Data must be abstracted for indexing and search.
- e) Fields to be captured/data entered for indexing and search are Judge Last Name, Middle Initial, First Name, Date, Document type, Date of Birth & Status. (These may change)
- f) Quality standards shall be in place to ensure these records are properly scanned, indexed, and searchable.

A.5.3.3 The Contractor shall transport the files offsite to a secure location where the Contractor shall scan and digitize the documents. The Contractor shall be provided access to the facility to retrieve the necessary documents.

A.5.3.4 The Contractor shall return all the files after scanning is complete back to the same location where documents were originally retrieved from.

A.5.3.5 The Contractor shall migrate all the scanned documents into the OCTO Electronic Document Management program's IBM FileNet P8 system. The documents shall be scanned as text-readable PDFs.

A.5.3.6 The Contractor shall provide a weekly status report detailing the number of pages scanned. The Contractor shall provide each report by 5:00 PM, eastern standard time, every Monday or Tuesday if Monday is a District recognized holiday.

A.5.3.7 Kick-off Meeting

Within seven (7) business days following the task award date, the Contractor shall attend a Kick-Off Meeting to review task order goals and objectives and to discuss technical requirements, administrative matters, security requirements, project transition, and the milestone schedule. The meeting shall be attended by all Contractor key personnel and shall be held at a location to be determined by the Government/Client representative.

A.5.3.8 Other District agencies may be added for the scanning services.

A.6 Deliverables

The Contractor shall perform the activities required to successfully complete the District's requirements and submit each deliverable to the CA identified in section G.9 in accordance with the following:

CLIN	Deliverable	Quantity	Format/Method of Delivery	Due Date
001	Kickoff Meeting summary (C.5.3.7)	1	Word, email to CA	Within 7 days of the date of award
002	Weekly status report (C.5.3.6)	1	Word/Excel, email to CA	Each Monday (or Tuesday if Monday is a District recognized holiday) by 5:00 PM
003	Status of issues reported and fixed during the week (5.1.1 c)		Word/Excel, email to CA	Each Monday (or Tuesday if Monday is a District recognized holiday) by 5:00 PM

A.6.1 The Contractor shall deliver all items listed under "Attachment B" (Price Schedule).

A.7 Offeror Qualifications

A.7.1 The offeror shall have the following two key personnel to carry out the tasks:

- a) FileNet Administrator
- b) Kofax Administrator

A.7.2 The offeror shall have a minimum of ten (10) years of practical application and business experience in providing support, customizations, maintenance, installations, migrations & upgrades, and Scanning services for Electronic Document Management (FileNet and Kofax) systems.

A.7.3 The offeror shall have policies and practices to maintain HIPAA compliance when accessing protected health information.

Required
1. IBM ECM Certified Support Provider.
2. Minimum ten (10) years of experience in providing support, maintenance, customizations, installations, and upgrades for Electronic document management systems (FileNet and Kofax).
3. Kofax and KTM certified professionals.
4. FileNet Administrator certified professionals.

ATTACHMENT B: PRICE SCHEDULE: FIRM FIXED PRICE

B.1 The Government of the District of Columbia, Office of Contracting and Procurement, on behalf of the Office of the Chief Technology Officer (OCTO), seeks a contractor (Premier IBM Business Partner) to provide document management system, namely FileNet and Kofax, maintenance support and scanning services for the District agencies.

B.2 The District contemplates award of Firm Fix-Fee contract in accordance with 27 DCMR Chapter 24.

B.3 PRICE SCHEDULE

B.3.1 Base Period October 1, 2022 through September 30, 2023

Contract Line-Item Number (CLIN)	Item Description	Quantity	Unit Price	Total Price
0001	OCTO & DCRB Maintenance	1	\$61,000.00	\$61,000.00
0002	IBM Case Management Implementation	1	\$34,780.48	\$34,780.48
0003	DCPS Scanning	1,250,000	\$.16	\$200,000.00
0004	DC CJDT Scanning	175,000	\$.16	\$28,000.00
B.3.1 Total Price Base Year				\$323,780.48

B.3.2 Option Year One October 1, 2023 – September 30, 2024

Contract Line-Item Number (CLIN)	Item Description	Quantity	Unit Price	Total Price
1001	OCTO & DCRB Maintenance	1	\$61,000.00	\$61,000.00
1001	DCPS Scanning	1,250,000	\$.16	\$200,000.00
1003	DC CJDT Scanning	175,000	\$.16	\$28,000.00
B.3.2 Option Year One Total Price				\$289,000.00

B.3.3 Option Year Two

Contract Line-Item Number (CLIN)	Item Description	Quantity	Unit Price	Total Price
2001	OCTO & DCRB Maintenance	1	\$61,000.00	\$61,000.00
2001	DCPS Scanning	1250000	\$.16	\$200,000.00
2003	DC CJDT Scanning	175000	\$.16	\$28,000.000
B.3.3 Option Year Two Total Price				\$289,000.00

B.3.4 Option Year Three

Contract Line-Item Number (CLIN)	Item Description	Quantity	Unit Price	Total Price
3001	OCTO & DCRB Maintenance	1	\$61,000.00	\$61,000.00
3001	DCPS Scanning	1250000	\$.16	\$200,000.00
3003	DC CJDT Scanning	175000	\$.16	\$28,000.00
B.3.4 Option Year Three Total Price				\$289,000.00

B.3.5 Option Year Four

Contract Line-Item Number (CLIN)	Item Description	Quantity	Unit Price	Total Price
4001	OCTO & DCRB Maintenance	1	\$61,000.00	\$61,000.00
4001	DCPS Scanning	1250000	\$.16	\$200,000.00
4003	DC CJDT Scanning	175000	\$.16	\$28,000.00
B.3.5 Option Year Four Total Price				\$289,000.00

B.4 SPECIAL PROVISIONS RELATED TO THE COVID-19 EMERGENCY

B.4.1 Contractors who provide goods or perform services in person in District of Columbia facilities or worksites (“On-site Contractors”) shall ensure that each of their employees, agents, subcontractors, and supervised volunteers have been either (i) fully vaccinated against COVID-19 (as defined herein) or (ii) have been granted one of the exemptions identified below, are undergoing weekly COVID-19 testing, and only reporting to the District workplace when the such test result is negative.

B.4.2 Except as provided in B.6.3, On-site Contractors may grant to their employees, agents, subcontractors, and supervised volunteers the following exemptions from vaccination against COVID-19:

- a. Persons who object in good faith and in writing that the person’s vaccination would violate their sincerely held religious beliefs and the granting of the religious exemption would not impose an undue burden consistent with federal law;
- b. Persons who have obtained and submitted a written certification from a physician or other licensed health professional who may order an immunization that being fully vaccinated is medically inadvisable as a result of the person’s medical condition. If such condition is temporary, a medical exemption may only be granted until the date on which taking the vaccine would no longer be medically inadvisable; or
- c. Persons who agree to be tested weekly for COVID-19 and provide a negative COVID-19 test result on a weekly basis.

B.4.3 On-site Contractors may only grant to their employees, agents, subcontractors, and supervised volunteers who work in (i) a public, public charter, independent, private, or parochial school in the District, or (ii) a child care facility regulated by the Office of the State Superintendent of Education, the exemptions described in B.6.2(a) and (b), and shall not grant those persons the exemption described in B.6.2(c).

B.4.4 On-site Contractors shall require their employees, agents, subcontractors, and supervised volunteers who have received one of the exemptions under B.6.2 to wear a mask in the District facility or workplace and to provide the On-site Contractor with a negative COVID-19 test result on a weekly basis in order to report to work at the District facility or workplace.

B.4.5 The District may request a certification of compliance with this provision, proof of vaccination status, exemption documentation, and/or COVID-19 test results from On-site Contractors.

B.4.6 An On-site Contractor may impose stricter masking, vaccination, or testing requirements on their employees, agents, subcontractors, and supervised volunteers.

B.4.7 For purposes of this provision, “fully vaccinated” means a person has received all vaccines and boosters recommended by the CDC.

B.5 The Contractor is required to comply with City Administrator’s Order 2022-3, Mask Requirements Inside Certain District Government Buildings and Offices, dated April 14, 2022, and all substantially similar mask requirements, including any modifications to the Order, unless and until they are rescinded.

B.5.1 SPECIAL PROVISIONS RELATED TO CITY ADMINISTRATOR’S ORDER 2022-3

Contractors who provide goods or perform services in person in District of Columbia facilities or worksites (“On-site Contractors”) shall ensure that each of their employees, agents, subcontractors, and supervised volunteers comply with City Administrator’s Order 2022-3, Mask Requirements Inside Certain District Government Buildings and Offices, dated April 14, 2022, and all substantially similar mask requirements including any modifications to the Order, unless and until they are rescinded.

B.6 NONPROFIT FAIR COMPENSATION ACT OF 2020, D.C. CODE § 2-222.04 *et seq.*

B.6.1 Nonprofit organizations, as defined in the Act, shall include in their rates the indirect costs incurred in the provision of goods or performance of services under this contract pursuant to the nonprofit organization's unexpired Negotiated Indirect Cost Rate Agreement (NICRA). If a nonprofit organization does not have an unexpired NICRA, the nonprofit organization may elect to instead include in its rates its indirect costs:

- 1) As calculated using a *de minimis* rate of 10% of all direct costs under this contract;
- 2) By negotiating a new percentage indirect cost rate with the awarding agency;
- 3) As calculated with the same percentage indirect cost rate as the nonprofit organization negotiated with any District agency within the past 2 years; however, a nonprofit organization may request to renegotiate indirect costs rates in accordance with 4.5.2; or
- 4) As calculated with a percentage rate and base amount, determined by a certified public accountant, as defined in the Act, using the nonprofit organization's audited financial statements from the immediately preceding fiscal year, pursuant to the OMB Uniform Guidance, and certified in writing by the certified public accountant.

B.6.2 If this contract is funded by a federal agency, indirect costs shall be consistent with the requirements for pass-through entities in 2 C.F.R. § 200.331 or any successor regulations.

B.6.3 The Contractor shall pay its subcontractors, which are nonprofit organizations, the same indirect cost rates as the nonprofit organization subcontractors would have received as a prime contractor.