

GOVERNMENT OF THE DISTRICT OF COLUMBIA REQUEST FOR TASK ORDER PROPOSALS (SERVICES) BIDDER/OFFEROR TO COMPLETE BLOCKS 4, 12, 15, 18A, 23, 24 & 29				1. REQUISITION NUMBER RK178977	PAGE 1 of 10
2. TASK ORDER AGREEMENT NO.	3. AWARD/EFFECTIVE DATE See 30C below	4. CONTRACT NUMBER	5. SOLICITATION NUMBER DCCB-2020-T-0018	6. SOLICITATION ISSUE DATE April 26, 2021	
7. FOR SOLICITATION INFORMATION CONTACT: Email: oag.businessopportunities@dc.gov	A. NAME Janice Parker Watson	B. TELEPHONE (No Collect Calls) (202) 442-9882		8. OFFER DUE BY 2:00 PM: May 3, 2021	
9. ISSUED BY Office of the Attorney General Support Services Division/ Procurement Unit 400 6th Street NW, Suite 2200 Washington, DC 20001-5790		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE %FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUS. <input type="checkbox"/> Cooperative Agreement <input checked="" type="checkbox"/> DCSS		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> N/A <input type="checkbox"/> 13. RESERVED	
				12. PAYMENT DISCOUNT TERMS Net 30 days or ____% ____ days	
14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFTOP <input type="checkbox"/> IFB <input type="checkbox"/> RFP <input type="checkbox"/> 2-STEP		15. CONTRACTOR / OFFEROR			
16. PAYMENT WILL BE MADE BY SEE SECTION G.3 Office of Finance and Resource Management Accounts Payable 441 4th Street NW, Suite 890N Washington, DC 20001		17. DELIVER TO Office of the Attorney General, DC Child Support Services Division 400 6th Street NW, 8th Floor Washington, DC 20001-5790			
18. ADMINISTERED BY Office of the Attorney General, DC Child Support Services Division 400 6th Street NW, 8th Floor Washington, DC 20001-5790		18A. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>			
18B. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 16 UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM		19. ITEM NO.			
20. SCHEDULE OF SUPPLIES/SERVICES		21. ESTIMATED QUANTITY		22. UNIT	
23. UNIT PRICE		24. ESTIMATED AMOUNT			
0001		Offsite Document Scanning Services as described in Section C, the Statement of Work.		1,350,000	
Prices shall be inclusive of all costs associated with providing the required services, including, but not limited to labor, material, transportation, overhead, general and administrative costs and profit.		Page			
ACCOUNTING AND APPROPRIATION DATA ENCUMBRANCE CODE:				26. TOTAL AWARD (FOR GOVT. USE ONLY)	
27. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ONE COPY TO THE ISSUING OFFICE. 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 CONTRACT IDENTIFIED IN BLOCK 4.			28. THE FOLLOWING DOCUMENTS ARE INCORPORATED BY REFERENCE INTO THIS DELIVERY ORDER IN THE FOLLOWING PRIORITY: (1) THIS DELIVERY ORDER; (2) CONTRACTOR'S BID; (3) DCSS CONTRACT IDENTIFIED IN BLOCK 4.		
29A. SIGNATURE OF OFFEROR /CONTRACTOR			30A. DISTRICT OF COLUMBIA (SIGNATURE OF CONTRACTING OFFICER)		
29B. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		29C. DATE SIGNED	30B. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)		30C. DATE SIGNED

SECTION C: SPECIFICATIONS/STATEMENT OF WORK

C.1 SCOPE:

The Office of the Attorney General (“OAG”), Child Support Services Division (“CSSD”) of the District of Columbia Government is seeking a Contractor to provide document scanning services offsite in a secured facility. The documents to be scanned contain confidential information.

C.2 BACKGROUND

OAG functions as the District’s child support agency, pursuant to title IV, part D of the Social Security Act, approved January 4, 1975 (88 Stat. 2351; 42 U.S.C. § 651 *et seq.*), and OAG has assigned the responsibility of operating the District’s child support program (the “IV-D Program”) to CSSD.

CSSD has limited storage space at its new office location. And due to employees working remotely, CSSD needs the ability to readily access files. Therefore, CSSD currently needs to convert approximately 45,000 files into searchable, digital, “read-only” images. It has been determined that in each file there are on average between 20 and 30 pages that need to be captured. Given the volume of the work, CSSD has elected to break this project into three (3) phases, requiring the Contractor to scan approximately 15,000 files during each phase over a period of sixty (60) days per phase.

C.3 APPLICABLE DOCUMENTS

As the Contractor’s personnel shall have access to federal tax information (“FTI”), which is highly confidential information and which is regulated by the Internal Revenue Code (“IRC”), Internal Revenue Service (“IRS”) Publication 1075 shall be incorporated into this contract and made a part hereof, thereby obligating the Contractor and its staff to adhere to its terms and conditions. Specifically, the Contractor shall adhere to the terms and conditions set forth in Exhibit 7 of Publication 1075, which reads as follows:

I. PERFORMANCE

In performance of this contract, the contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

- (1) All work will be done under the supervision of the contractor or the contractor's employees.
- (2) The contractor and the contractor’s employees with access to or who use FTI must meet the background check requirements defined in IRS Publication 1075.

- (3) Any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Disclosure to anyone other than an officer or employee of the contractor will be prohibited.
- (4) All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output will be given the same level of protection as required for the source material.
- (5) The contractor certifies that the data processed during the performance of this contract will be completely purged from all data storage components of his or her computer facility, and no output will be retained by the contractor at the time the work is completed. If immediate purging of all data storage components is not possible, the contractor certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.
- (6) Any spoilage or any intermediate hard copy printout that may result during the processing of IRS data will be given to the agency or his or her designee. When this is not possible, the contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and will provide the agency or his or her designee with a statement containing the date of destruction, description of material destroyed, and the method used.
- (7) All computer systems receiving, processing, storing or transmitting FTI must meet the requirements defined in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to Federal Tax Information.
- (8) No work involving Federal Tax Information furnished under this contract will be subcontracted without prior written approval of the IRS.
- (9) The contractor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office

II. CRIMINAL/CIVIL SANCTIONS

- (1) Each officer or employee of any person to whom returns or return information is or

may be disclosed will be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRCs 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

- (2) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Inspection by or disclosure to anyone without an official need-to-know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of \$1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by IRC 7213A and 7431 and set forth at 26 CFR 301.6103(n)-1.
- (3) Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552C. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, Publication 1075 (September 2016) Page 146 Safeguarding Contract Language Exhibit 7 the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited,

willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

- (4) Granting a contractor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, contractors must be advised of the provisions of IRCs 7431, 7213, and 7213A (see Exhibit 4, Sanctions for Unauthorized Disclosure, and Exhibit 5, Civil Damages for Unauthorized Disclosure). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10) For both the initial certification and the annual certification, the contractor must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

III. INSPECTION

The IRS and the Agency, with 24 hour notice, shall have the right to send its inspectors into the offices and plants of the contractor to inspect facilities and operations performing any work with FTI under this contract for compliance with requirements defined in IRS Publication 1075. The IRS' right of inspection shall include the use of manual and/or automated scanning tools to perform compliance and vulnerability assessments of information technology (IT) assets that access, store, process or transmit FTI. On the basis of such inspection, corrective actions may be required in cases where the contractor is found to be noncompliant with contract safeguards.

C.4 REQUIREMENTS

- C.4.1** Within three (3) days of contract award, the Contractor shall grant CSSD's security officials access to its location where the scanning will be performed, to inspect the site and ensure it is secure and meets CSSD's approval. The Contractor shall only be permitted to start accepting files after it has passed this inspection; therefore, the Contractor shall immediately remedy any deficiencies that CSSD identifies during this inspection and permit CSSD's security officials to reinspect the site to ensure the necessary changes have been made. The Contractor shall permit CSSD's designated representatives to inspect the site at any time during the contract to ensure compliance and shall accommodate any of CSSD's requests to do so.
- C.4.2** At CSSD's direction, the Contractor shall require its workers to undergo and pass a background check and take any online, virtual trainings which CSSD requires its staff and contractors to take prior to gaining access to IV-D Program data and information. The

Contractor shall verify in writing to the Contract Administrator (“CA”) that its workers have completed the required trainings, prior to gaining access to IV-D Program data and information.

- C.4.3** In order to enable CSSD to convert its client-specific files into a searchable, “read-only” digital format, the Contractor shall transport the files offsite to a secure location where the Contractor shall scan approximately 45,000 files, each containing between 20 and 30 pages, as CSSD directs. CSSD will provide the Contractor with access to its facility to retrieve the necessary files and will timely provide the files to the Contractor to enable the Contractor to meet the stipulated deadlines.
- C.4.4** The Contractor shall transport and scan approximately 15,000 files at a time, during three (3) phases, until the project has been completed. The Contractor shall complete scanning each batch of files in each phase within sixty (60) days of receipt of the files, unless CSSD grants an extension.
- C.4.5** The Contractor shall retrieve the first batch of files within ten (10) calendar days of the effective date of the task order and each subsequent batch of files at the time that it returns the files which were part of the prior phase.
- C.4.6** The Contractor shall return all files containing all documentation to CSSD upon completion of each phase of the project.
- C.4.7** In performing its responsibilities, the Contractor and its staff shall treat all documentation and information with which it comes into contact as confidential and adhere to applicable Federal and District laws, regulations, and rules, as well as CSSD’s policies and procedures regarding the use and protection of confidential information.
- C.4.8** The Contractor understands that the documentation contained in the files is the property of the District. The Contractor shall restrict access to the documentation to only its staff who need to have access to it in order to fulfill the Contractor’s contractual requirements. Furthermore, the Contractor shall instruct its workers to refrain from retaining or duplicating any such documentation (in hardcopy or electronic format) and shall prohibit its workers from removing any documentation from the Contractor’s secure location where the scanning is being performed.
- C.4.9** The Contractor shall provide a weekly status report detailing the number of pages scanned. The Contractor shall provide each report by 5:00PM, eastern standard time, every Monday or Tuesday if Monday is a District recognized holiday.
- C.4.10** The Contractor shall immediately notify the CA of any issues which it encounters when performing the required scanning services and work to timely resolve such issues to avoid any delays with completion of each phase of the project. The Contractor shall keep the CA informed as it works to timely remedy the issue and shall notify the CA when the issue has been resolved. The Contractor’s failure to timely resolve any issues which are within

its sole control to resolve and which affects the project completion deadlines, may result in a 10% reduction in the overall project cost.

C.4.11 When returning the files at the completion of each phase, the Contractor shall provide to CSSD all images that were scanned. The Contractor shall provide the images via an external hard drive, flash drive/disk, or a cloud storage solution.

C.4.12 All scanned images shall be in PDF format and shall be named with a convention provided by CSSD.

D. INSPECTION AND ACCEPTANCE

D.1 The inspection and acceptance requirements for this contract shall be governed by clause number six (6), Inspection of Services, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated June 2010. (Attachment J.1)

D.2 The Contractor shall provide the CA or other authorized representatives of the District, access to its facility, records, and staff, as the CA deems necessary for monitoring purposes.

F.1 TERM OF TASK ORDER

The term of the task order shall be for a period of seven (7) months from the effective date specified on the cover page.

F.2 OPTION TO EXTEND THE TERM OF THE TASK ORDER

F.2.1 The District may extend the term of this task order for a period of up to thirty (30) calendar days 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 task order expires. The preliminary notice does not commit the District to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the task order.

F.2.2 If the District exercises this option, the extended task order shall be considered to include this option provision.

F.2.3 The price for the option period shall be the same as for the base period.

F.2.4 The total duration of this contract, including the exercise of any options under this clause, shall not exceed eight (8) months.

F.3 DELIVERABLES

The Contractor shall perform the activities required to successfully complete the District's requirements and submit each deliverable to the Contract Administrator (CA), or designee identified in section G.2 below, as specified below:

Deliverable No.	Deliverable	Format/Method of Delivery	Due Date
1	Background Check verification (per C.4.2)	Electronic	Prior to beginning Phase I
2	Training Completion verification (per C.4.2)	Electronic	Prior to beginning Phase I
3	Weekly status report (per C.4.9)	PDF/Electronic transmission via email	Each Monday (or Tuesday if Monday is a District recognized holiday) by 5:00 PM
4	Performance Issues (per C.4.10)	Email	When issue arises
5	External hard drive/disk or access to cloud storage solution containing all images that were scanned (per C.4.11)	Hand Deliver	When returning scanned files for each phase

G.1 CONTRACTING OFFICER (CO)

G.1.1 Contracts may 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 as follows:

Janice Parker Watson
Contracting Officer
Office of the Attorney General
Support Services Division/Procurement Unit
400 6th Street NW, Suite 2200
Washington, DC 20001-5790
Email: oag.businessopportunities@dc.gov
Phone: 202-442-9882
Fax: 202-730-0484

G.1.2 The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract.

G.1.3 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.

G.1.4 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 no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

G.2 CONTRACT ADMINISTRATOR (CA)

G.2.1 The Contract Administrator (CA) is responsible for general administration of the contract and advising the Contracting Officer (CO) as to the Contractor's compliance or noncompliance with the contract. The CA has the responsibility of ensuring the work conforms to the requirements of the contract and such other responsibilities and authorities as may be specified in the contract. These include:

G.2.1.1 Keeping the CO fully informed of any technical or contractual difficulties encountered during the performance period and advising the CO of any potential problem areas under the contract;

G.2.1.2 Coordinating site entry for Contractor personnel, if applicable;

G.2.1.3 Reviewing invoices for completed work and recommending approval by the CO if the Contractor's costs are consistent with the negotiated amounts and progress is satisfactory and commensurate with the rate of expenditure;

G.2.1.4 Reviewing and approving invoices for deliverables to ensure receipt of goods and services. This includes the timely processing of invoices and vouchers in accordance with the District's payment provisions; and

G.2.1.5 Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, and equipment) and invoice or vouchers.

G.2.2 The address and telephone number of the CA is:

Harold Johnson
Supervisory IT Specialist
Office of the Attorney General, DC
Child Support Services Division
400 6th Street NW, 8th Floor
Washington, DC 20001-5790
(202) 724-3649 (o)
harold.johnson@dc.gov

G.2.3 The CA shall NOT have the authority to:

1. Award, agree to, or sign any contract, delivery order or task order. Only the CO shall make contractual agreements, commitments or modifications;
2. Grant deviations from or waive any of the terms and conditions of the contract;
3. Increase the dollar limit of the contract or authorize work beyond the dollar limit of the contract,

4. Authorize the expenditure of funds by the Contractor;
5. Change the period of performance; or
6. Authorize the use of District property, except as specified under the contract.

G.2.4 The Contractor will be fully responsible for any changes not authorized in advance, in writing, by the CO; may be denied compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

G.3 INVOICE SUBMITTAL

G.3.1 The Contractor shall create and submit payment requests in an electronic format through the DC Vendor Portal, <https://vendorportal.dc.gov>.

G.3.2 The Contractor shall submit proper invoices after completion of each phase.

G.3.3 To constitute a proper invoice, the Contractor shall enter all required information into the Portal after selecting the applicable purchase order number which is listed on the Contractor's profile.

G.4 INVOICE PAYMENTS

G.4.1 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.4.2 The District will pay the Contractor on or before the 30th day after receiving a proper invoice from the Contractor.