

<b>SOLICITATION, OFFER, AND AWARD</b>			1. Caption: <b>CELLULAR PHONE PAYMENT METHOD FOR DIGITAL PARKING METERS</b>			Page of Pages 1   53	
			2. Contract Number	3. Solicitation Number  <b>DCKA-2011-R-0026</b>	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  <b>12/6/2010</b>
7. Issued By: Office of Contracting and Procurement District Department of Transportation 2000 14th Street, NW, 6th Floor Washington, DC 20009			8. Address Offer to: Office of Contracting and Procurement Bid Room District Department of Transportation 2000 14th Street, NW, 3rd Floor, Bid Room Washington, DC 20009				
<b>SOLICITATION</b>							
9. Sealed offers in original and <u>6</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried to the bid counter located at <u>2000 14th Street, NW, 3rd Floor, Bid Roo, Washington, DC</u> until <u>2:00 p.m.</u> local time <u>28-Dec-10</u> (Hour) (Date)							
CAUTION: Late Submissions, Modifications and Withdrawals: See 27 DCMR chapters 15 & 16 as applicable. All offers are subject to all terms & conditions contained in this solicitation.							
10. For Information Contact	A. Name Cora S. Boykin		B. Telephone (Area Code) 202 (Number) 671-2274 (Ext) N/A		C. E-mail Address <a href="mailto:cora.boykin@dc.gov">cora.boykin@dc.gov</a>		
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12. In compliance with the above, the undersigned agrees, if this offer is accepted within <u>90</u> calendar days from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified herein.							
13. Discount for Prompt Payment	<input checked="" type="checkbox"/> 10 Calendar days %		<input type="checkbox"/> 20 Calendar days %		<input type="checkbox"/> 30 Calendar days %		<input type="checkbox"/> Calendar days %
14. Acknowledgement of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION):			Amendment Number	Date	Amendment Number	Date	
15A. Name and Address of Offeror			16. Name and Title of Person Authorized to Sign Offer/Contract				
15B. Telephone (Area Code) (Number) (Ext)		15 C. Check if remittance address is different from above - Refer to Section G <input type="checkbox"/>		17. Signature		18. Offer Date	
<b>AWARD (TO BE COMPLETED BY GOVERNMENT)</b>							
19. Accepted as to Items Numbered			20. Amount		21. Accounting and Appropriation		
22. Name of Contracting Officer (Type or Print) <b>Jerry M. Carter</b>			23. Signature of Contracting Officer (District of Columbia)			24. Award Date	
 <b>Government of the District of Columbia</b>				<b>Office of Contracting &amp; Procurement</b>			

**SECTION B: CONTRACT TYPE, SUPPLIES OR SERVICES AND PRICE/COST**

**B.1** The Government of the District of Columbia, Office of Contracting and Procurement, on behalf of the District Department of Transportation (DDOT) Transportation Operations Administration (TOA), is seeking a contractor to provide fully functional integrated digital parking solutions utilizing cellular phone technology as a payment method for metered curbside spaces within the District.

B.1.1 These parking solutions need to be part of a comprehensive parking strategy that will enable the District to reach its strategic, operational, and financial and customer service goals. The Contractor need to describe in detail how the integrated solutions will benefit the District in terms of operational cost decrease and revenue increase while optimizing customer service.

B.1.2 The contractor will be able to charge the customers a user fee or transaction fee for the parking transaction. The contractor is entitled to the transaction fees collected as part of the program.

**B.2 PRICE PROPOSAL**

B.2.1 The contractor will submit a price proposal showing the transaction fee it proposes to charge the customers.

**B.3 PRICE SCHEDULE**

N/A

B.4.2 All revenues collected as part of the program including the transaction fee will be turned over to the District. The contractor will prepare monthly invoices for its portion of the transaction fee.

B.4.3 An offeror responding to this solicitation must submit with its proposal, a notarized statement detailing any subcontracting plan required by law. Proposals responding to this RFP shall be deemed nonresponsive and shall be rejected if the offeror fails to submit a subcontracting plan that is required by law. For contracts in excess of \$250,000, at least 35% of the dollar volume of the contract shall be subcontracted in accordance with section H.91.

## **SECTION C: SPECIFICATIONS/WORK STATEMENT**

### **C.1 SCOPE:**

- C.1.1 The District of Columbia Office of Contracting and Procurement on behalf of the District Department of Transportation (DDOT) Operations Administration (TOA) (DDOT/OD), intends to enter into a firm-fixed price contract to procure
- C.1.2 These parking solutions need to be part of a comprehensive parking strategy that will enable the District to reach its strategic, operational, and financial and customer service goals. The Contractor need to describe in detail how the integrated solutions will benefit the District in terms of operational cost decrease and revenue increase while optimizing customer service.
- C.1.2 As part of the District's comprehensive strategy, this Proposal is specifically seeking for cell phone technology as a payment method for metered curbside spaces within the District. It is anticipated that proposals in response to this RFP will provide a system to offer the general public the option to use their cell phones and smartphones as a way to process payments while utilizing a pay for parking space located within the District.
- C.1.3 The District of Columbia wishes to provide the parking public with the latest state-of-the-art technology in cell phone payment options. Contractors are invited to describe all relevant services and solutions in this proposal.
- C.1.4 The system should be planned to cover all individual parking meters. The purpose of the Contract is to establish a contractual relationship with one firm to provide a turnkey pay-by-cell phone parking technology to all the metered on-street parking spaces in the District of Columbia.
- C.1.5 The turnkey solution will include all the system functionality, marketing, customer service, operation and on street signage and decals. All signage and decals will be based on District's standards. Additionally, specific language, color, and other design features must be approved in advance by the District, at its sole discretion.

C.1.6 The Pay-by-cell phone parking system must accomplish the following items:

- a) Allow customers to setup their account through multiple channels such as a phone call, mobile applications and the internet.
- b) They should be able to manage their pay-by-cell phone account by accessing a personal internet based account. The Contractor must provide and manage a pay-by-cell phone website and personal internet account system for all pay-by-cell phone account holders.
- c) Allow customers to call a dedicated phone number and start a parking session.
- d) Allow customers to register via Interactive Voice Response (IVR) system, or through a live customer service representative.
- e) Allow customers to define the length of stay at the start of parking session.
- f) Allow customers to stop parking session upon return to their vehicle and only pay for the time used and;.
- g) All customers must receive text messages to confirm their parking session transaction. The Contractor's system must also send the customer a warning text message prior to their parking session expiring as well as a final text message stating that the parking session has concluded and detailing the total costs for the session.
- h) The system should be capable of enforcing all current restrictions in the system such as rush hour restrictions, maximum time durations, etc.
- i) Website dedicated to the District of Columbia's parking customers.
- j) A 24X7 Call Center fully staffed to field customer calls, complaints, etc.

C.1.7 Ability to have a fully functional pay-by-cell phone system in place two (2) months from the date of Notice to Proceed.

C.1.8 Ability to integrate with existing handhelds at DPW, DDOT, MPD and with ticket writing software such as EZTag and PocketPeo.

C.1.9 Ability to integrate with on-street meters is a plus.

C.1.10 It is anticipated that each block face will be a unique zone number. This implies that there will be approximately 2200 unique zone numbers. The system should have the capability of handling this. It is anticipated that that number will increase as previously unmetered blocks are metered.

- C.1.11 The Contractor may market, advertise, and promote the pay-by-cell phone system by providing signage, handouts, meter greeters or any other governmental approved alternative. All advertising copy and method of advertising must be pre-approved by the District.
- C.1.12 It is anticipated that the pay-by-cell capability will be communicated through decals on the existing meters (13,000 total) and on street signage. On-street signage will be 2 per block face for long blocks and one per block face for short blocks. Of the 2200 block faces that have metered parking, approximately 60% will require two signs per block face and 40% will require one sign per block face.
- C.1.13 The Contractor agrees to use the key personnel and sub-contractors identified in the proposal in the performance of any and all pay-by-cell phone services. No changes to the listed key personnel shall be made without prior written approval of the Contract Administrator.
- C.1.14 In the event that individual key personnel are unable or are unavailable to perform the services under the Contract, the Contractor must replace the individual with persons of equal or better qualification, and must obtain the Contract Administrator's prior written approval of the change replacement.
- C.1.15 All customer data and any customer funds held by the contractor but not yet charged against parking fees are the property of the County. At the termination of the contract customer data must be made available to any succeeding contractor in a commercially standard format to be converted to the database of the new Contractor.
- C.1.16 All marketing materials, signage, etc. need to conform to DDOT standards and needs to be pre-approved by the District.
- C.1.17 The Contractor must provide the District with real-time access to reports for viewing Pay-by-Cell revenue, customer usage and enforcement activities. Additionally, the Contractor must have the ability to customize and create reports to meet the District's operational and financial needs.
- C.1.18 All reports must be exportable to Excel spreadsheets. Collected parking fees will be transferred to a District-specified bank account once each business day. All parking fees collected will be transferred not later than the 2nd business day after their collection wire. All credit card transaction fees will be absorbed and paid for by the Contractor.
- C.1.19 The parking equipment system to be capable of transferring data in real time between the device, the Central Management software and handheld PDA, or similar handheld units carried by City enforcement personnel. This information should be in a format acceptable to the City, and modifiable to meet changes in circumstances.
- (A) All devices must be capable of printing reports based on definable parameters.
  - (B) The District is in the process of looking at options for dynamic pricing. The proposed solution needs to be capable of handling dynamic pricing.
  - (C) Provide implementation schedule, staffing plan and marketing plan

C.1.20 The bidder will be required to enable 350 wireless ticket-writing devices used by DPW. They will also be responsible for paying the service charges for approximately 450 wireless devices.

*Bidders must acknowledge their commitment to website and data interconnectivity. Specifically, the chosen application must interface with a backend database that will provide DDOT the ability to manage and report through a single aggregating system. DDOT is looking for the vendor to provide an Open Application Programming Interface (API).*

**C.2 APPLICABLE DOCUMENTS**

The Contractor shall perform work in accordance with the documents in the following table. The Contractor shall use the latest version of each of the documents in conducting the work. The Contractor shall be responsible for ensuring that it has and is using the latest version of these documents at the time that the affected work is being conducted. These documents are incorporated by reference and will be made a part of the contract:

Item No.	Document Type	Title	Date
1	Government	Standard Contract Provisions for Use With District of Columbia Government Supply and Service Contracts	March 2007
2	U.S. Department of Labor Wage Determination	No. 2005-2103, Revision No. 8	May 27, 2009
3.	Government	DDOT Annual Report	2010
4.	Government	DDOT Action Agenda	2010

**C.2.1 DEFINITIONS/ACRONYMS**

C.2.2 Meter: One of the end-terminals of a system physically associated with an actual parking spot, with which the user exchanges information and/or payment in order to effect a transaction for usage of that parking spot.

C.2.3 System: The entire collection of meters, hand-held enforcement devices, central data basing and computer network, all necessary software, as well as the equipment used to transmit information.

- 1) OCFO – Office of the Chief Financial Officer
- 2) CA – Contract Administrator
- 3) DC – District of Columbia
- 4) DDOT – District Department of Transportation
- 5) OD – Office of the Director (DDOT)
- 6) RFP – Request for Proposal

7) TOA (Transportation Operations Administration)

**C.3 BACKGROUND**

C.3.1 The District Department of Transportation (DDOT) maintains and operates over 17,000 metered curbside spaces using approximately 13,000 single space meters and 500 multi-space (pay and display) meters. The exact breakdown of the District’s meter assets are shown in the Exhibit below.

Meter Type	Meters	Spaces	% of Spaces
Pay & Display Multi-space Meters – Parkeon Stelio	514	3,923	23%
IPS Credit Card Accepting Networked Single Space Meters	1100	1100	6%
Single Space Meter – Duncan Eagle 2000	7,140	8,240	42%
Single Space Meters – Mackay Guardian XL	4,994	4,994	29%
<b>TOTAL</b>	13,748	17, 157	Asset/Space = 0.80

C.3.2 The District of Columbia went through a recent rate adjustment, lifted the Saturday moratorium on meter fees, and went to late night parking. This increased the number of coin transactions from approximately 64 million/year over 100 million per year, further taxing the aged assets.

C.3.3 Meter rates range from \$0.75 per hour in the normal demand zones to \$2.00 per hour in the premium demand zones. There are a few locations in parking pilot zones that have variable rates and a rate structure that is different from the rates discussed above.

Rate	No. of Spaces	% Spaces
\$2.00 per hour	14,749	86%
\$0.75 per hour	2,408	14%
<b>TOTAL</b>	17,157	

C.3.4 Meters are enforced Monday through Saturday, 6:30 am through 6:30 pm. Late night enforcement is in effect until 10:00 p.m. at 7,500 metered spots. There are three predominant time zones: 1-hour, 2-hour and 4-hour. In addition, locations might have rush hour restrictions during the morning rush, evening rush or both morning and evening rush hours. The Exhibit below shows the geographical distribution of meters. A large percentage of the meters are located in Ward 2.

Location	Ward 1	Ward 2	Ward 3	Ward 4	Ward 5	Ward 6
# of Metered Spots	9%	64%	9%	4%	3%	9%

- C.3.5 The DDOT is looking at options for enhancing the efficiency and user-friendliness of the parking meter program by looking at state-of-the-art solutions related to metered curbside management. The District will be introducing in-car meters as a payment option for the customers within the next 90 days.
- C.3.6 DDOT is also in the process of increasing the percentage of networked assets and decreasing the age of its parking related asset mix.
- C.3.7 DDOT will also be installing occupancy sensors to derive real-time information about parking demand. This information will eventually be used to gradually migrate to a dynamic pricing scheme.
- C.3.8 DDOT established a set of goals overarching for its parking meter program. These goals are discussed below.

**C.4 Improve Customer Service**

- (1) Users will have multiple payment options (cash, credit, pay-by-cell, in-car meter, etc.)
- (2) Maximize convenience (such as not having to return to the vehicles after paying)
- (3) Reduce frustration related to meter malfunctions

**C.5 Enhanced Management & Operations**

- (1) Rates and operational schedules can be preprogrammed more easily
- (2) Reports can be prepared on a regular basis to address City issues.
- (3) Real-time knowledge of meter status, financial status and occupancy
- (4) Ability for congestion pricing
- (5) Savings in maintenance costs
- (6) Enhanced system uptime

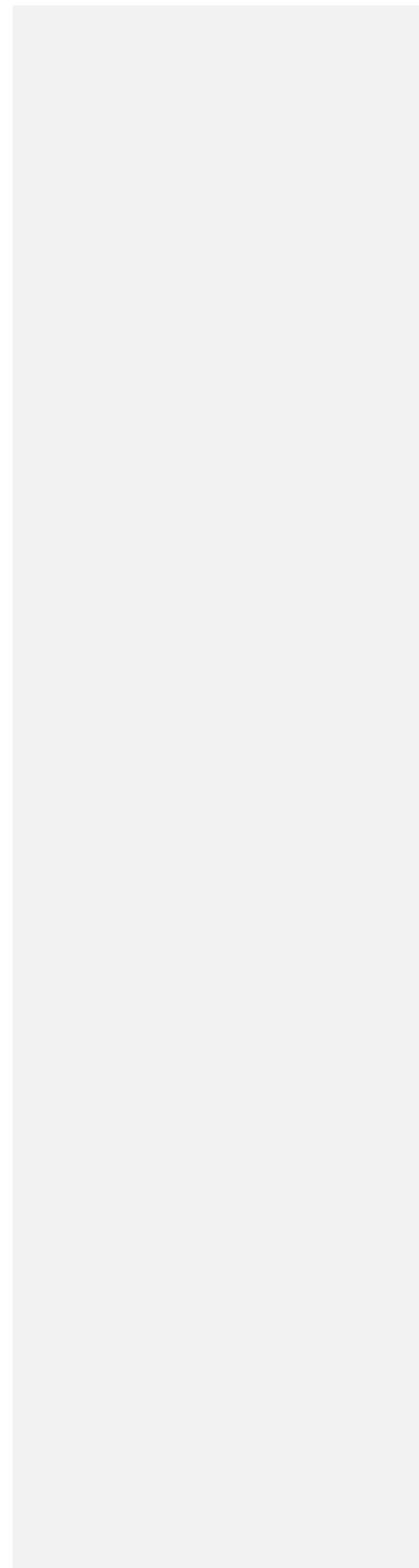
**C.6 Revenue Optimization**

- (1) A range of payment options should increase compliance levels
- (2) Since payment can be made at another Pay Station/Credit Card Acceptable Single Space Meters or pay by phone, malfunctioning equipment is expected to be less of a problem.
- (3) Audit controls for cash flow and revenue collection will be enhanced.

**C.5 REQUIREMENTS**

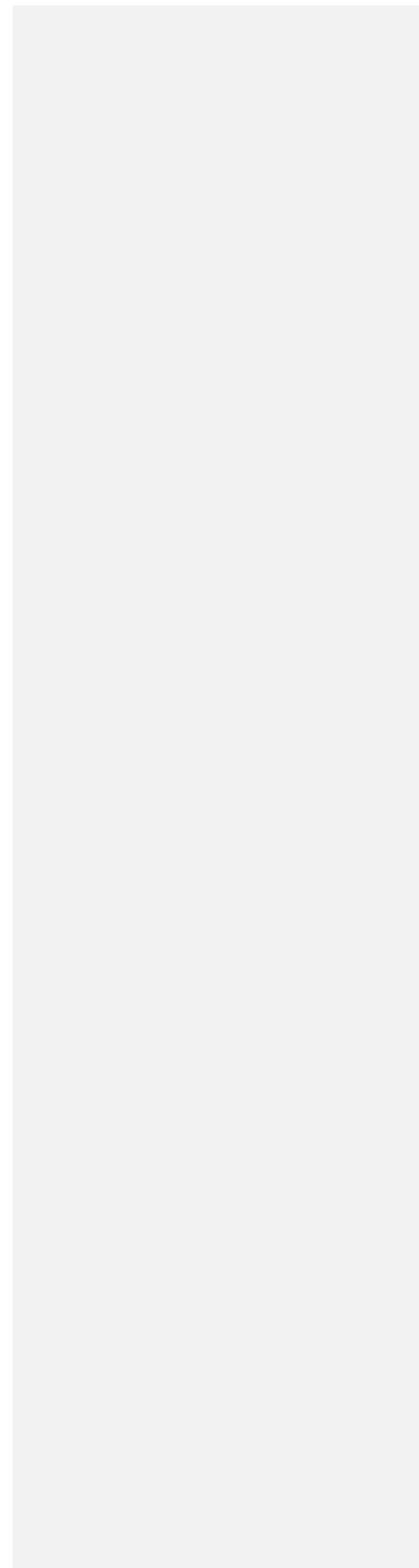
- C.5.1 All parking fees collected must be turned over to the District by the Contractor and all of the Contractor's start-up and on-going expenses, including credit card processing fees, will be paid for from a convenience fee paid directly to the Contractor by the parking customer.

- C.5.2 The District is not responsible for making any payment to the Contractor; the source of payment to the Contractor comes solely from a convenience fee paid directly to the Contractor by the parking customer.
- C.5.3 The contractor shall transfer all the funds collected through the program including the transaction fees to the District and invoice the District monthly for the user fees collected during the month. The invoice amount will be capped at the transaction fees collected.



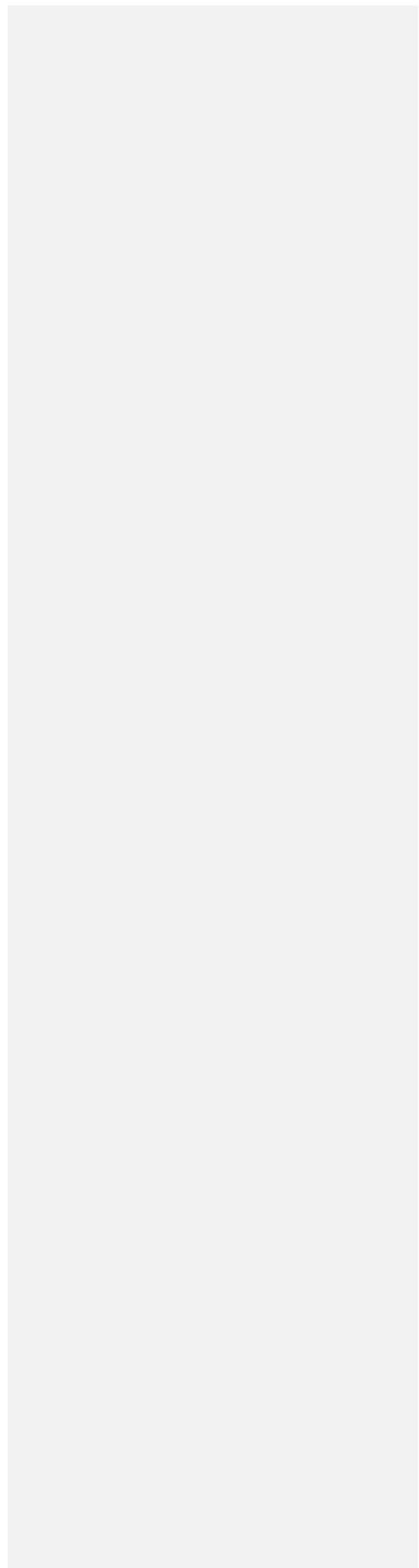
**SECTION D: PACKAGING AND MARKING**

**D.1** The packaging and marking requirements for this 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 (Attachment J.1).



**SECTION E: INSPECTION AND ACCEPTANCE**

- E.1** The inspection and acceptance requirements for this contract shall be governed by clause number five (5) *Inspection of Supplies* and 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 March 2007 (Attachment J.1).
- E.1.1 DDOT will review monthly project reports to ensure contractor is meeting acceptable performance as specified in Section C of this proposal.



## **SECTION F: PERIOD OF PERFORMANCE AND DELIVERABLES**

### **F.1 TERM OF CONTRACT**

The term of the contract shall be for a period of **three hundred sixty five (365)** days from date of award specified on the cover page of this contract.

### **F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT**

F.2.1 The District may extend the term of this contract for a period of four **(4) one year option periods**, or successive fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that the District will give the Contractor preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the District to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract.

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

F.2.3 The price for the option period shall be as specified in Section B of the contract.

F.2.4 The total duration of this contract, including the exercise of any options under this clause, shall not exceed *five years*.

### **F.3 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:

**F.3.1** The Contractor shall submit to the District, as a deliverable, the report described in section H.5.5 that is required by the 51% District Residents New Hire Requirements and First Source Employment Agreement. If the Contractor does not submit the report as part of the deliverables, final payment to the Contractor shall not be paid pursuant to section G.3.2.

**SECTION G: CONTRACT ADMINISTRATION DATA**

**G.1 INVOICE PAYMENT**

N/A

**G.2 INVOICE SUBMITTAL**

N/A

**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 agency 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.4 PAYMENT**

N/A

**G.5 ASSIGNMENT OF CONTRACT PAYMENTS**

N/A

**G.6. THE QUICK PAYMENT CLAUSE**

N/A

**G.6.1 Subcontract requirements**

**G.6.2** The Contractor shall include in each subcontract under this contract a provision requiring the subcontractor to include in its contract with any lower-tier subcontractor or supplier the payment and interest clauses required under paragraphs (1) and (2) of D.C. Official Code §2-221.02(d).

## **G.7 CONTRACTING OFFICER (CO)**

G.6.1 Contracts will be entered into and signed on behalf of the District only by contracting officers. The contact information for the Contracting Officer is:

- *Jerry M. Carter, Contracting Officer  
Office of Contracting and Procurement  
District Department of Transportation  
2000 14<sup>th</sup> Street, NW, 6<sup>th</sup> Floor  
Washington, DC 20009  
(202) 671-2270*

## **G.8 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER**

**G.8.1** The CO 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 CO.

**G.8.3** 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 no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

## **G.9 CONTRACT ADMINISTRATOR (CA)**

**G.9.1** The CA is responsible for general administration of the contract and advising the CO as to the Contractor's compliance or noncompliance with the contract. The CA has the responsibility of ensuring the work conforms to the requirements of the contract and such other responsibilities and authorities as may be specified in the contract. These include:

**G.9.1.1** 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.9.1.2** Coordinating site entry for Contractor personnel, if applicable;

**G.9.1.3** 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.9.1.4** 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.9.1.5** Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, equipment) and invoice or vouchers.

**G.9.2** The address and telephone number of the CA is:

*Soumya S Dey, P.E.  
Acting Associate Director  
2000 14<sup>th</sup> Street, NW, 7<sup>th</sup> Floor  
Phone: (202) 671-1369e  
Fax: (202) 671-0623  
E-mail address: Soumya.dey@dc.gov*

**G.9.3** 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.9.4** 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.

## **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 Department of Employment Services ("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.: 10, Date of Revision: 06/15/2010, 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.2. The Contractor shall be bound by the wage rates for the term of the contract subject to revision as stated herein and in accordance with Section 24 of the SCP. If an option is exercised, the Contractor shall be bound by the applicable wage rates at the time of the option. If the option is exercised and the CO 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 CO before it, any of its officers, agents, employees or subcontractors, either during or after expiration or termination of the contract, make any statement, or issue any material, for publication through any medium of communication, bearing on the work performed or data collected under this contract.

### **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 CA who will provide the request to the FOIA Officer for the agency with programmatic responsibility in accordance with the D.C.

Freedom of Information Act. If the agency with programmatic responsibility receives a request for a record maintained by the Contractor pursuant to the contract, the CA will forward a copy to the Contractor. In either event, the Contractor is required by law to provide all responsive records to the CA within the timeframe designated by the CA. The FOIA Officer for the agency with programmatic responsibility will determine the releasability of the records. The District will reimburse the Contractor for the costs of searching and copying the records in accordance with D.C. Official Code §2-532 and Chapter 4 of Title 1 of the *D.C. Municipal Regulations*.

**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.4) 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 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> of each month following execution of the contract, a First Source Agreement Contract Compliance Report (“contract compliance report”) to verify 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 CO its compliance with section H.5.4 of this clause; or
- (2) Submit a request to the CO 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 CO may waive the provisions of section H.5.4 if the CO 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 certify 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 CO 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 CO determines that the Contractor is in compliance, or that a waiver of compliance is justified, the CO shall, within two business days of making the determination forward a copy of the determination to the agency Chief Financial Officer and the CA.

**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 CO 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 this contract any decision of the CO 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 SECTION 504 OF THE REHABILITATION ACT OF 1973, as amended.**

During the performance of the contract, the Contractor and any of its subcontractors shall comply with Section 504 of the Rehabilitation Act of 1973, as amended. This Act prohibits discrimination against disabled people in federally funded programs and activities. See 29 U.S.C. § 794 *et seq.*

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

During the performance of this contract, the Contractor and any of its subcontractors shall comply with the ADA. The ADA makes it unlawful to discriminate in employment against a qualified individual with a disability. See 42 U.S.C. §12101 *et seq.*

## **H.8 WAY TO WORK AMENDMENT ACT OF 2006**

- H.8.1** Except as described in H.8.8 below, the Contractor shall comply with Title I of the Way to Work Amendment Act of 2006, effective June 8, 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.8.2** 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.8.3** 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.8.4** The DOES 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.8.5** The Contractor shall provide a copy of the Fact Sheet attached as J.6 to each employee and subcontractor who performs services under the contract. The Contractor shall also post the Notice attached as J.5 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.8.6** 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.8.7** 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.8.8** 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.8.9** 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.9 SUBCONTRACTING REQUIREMENTS**

### **H.9.1 Mandatory Subcontracting Requirements**

**H.9.1.1** For contracts in excess of \$250,000, at least 35% of the dollar volume shall be subcontracted to certified small business enterprises; provided, however, that the costs of materials, goods, and supplies shall not be counted towards the 35% subcontracting requirement unless such materials, goods and supplies are purchased from certified small business enterprises.

**H.9.1.2** If there are insufficient qualified small business enterprises to completely fulfill the requirement of paragraph H.9.1.1, then the subcontracting may be satisfied by subcontracting 35% of the dollar volume to any certified business enterprises; provided, however, that all reasonable efforts shall be made to ensure that qualified small business enterprises are significant participants in the overall subcontracting work.

**H.9.1.3** A prime contractor which is certified as a small, local or disadvantaged business enterprise shall not be required to comply with the provisions of sections H.9.1.1 and H.9.1.2.

## **H.9.2 Subcontracting Plan**

If the prime contractor is required by law to subcontract under this contract, it must subcontract at least 35% of the dollar volume of this contract in accordance with the provisions of section H.9.1. The prime contractor responding to this solicitation which is required to subcontract shall be required to submit with its proposal, a notarized statement detailing its subcontracting plan. Proposals responding to this RFP shall be deemed nonresponsive and shall be rejected if the offeror is required to subcontract, but fails to submit a subcontracting plan with its proposal. Once the plan is approved by the CO, changes to the plan will only occur with the prior written approval of the CO and the Director of DSLBD. Each subcontracting plan shall include the following:

- H.9.2.1** A description of the goods and services to be provided by SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;
- H.9.2.2** 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 is available, by any certified business enterprises;
- H.9.2.3** The names and addresses of all proposed subcontractors who are SBEs or, if insufficient SBEs are available, who are certified business enterprises;
- H.9.2.4** 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;
- H.9.2.5** 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;
- H.9.2.6** 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;
- H.9.2.7** 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;
- H.9.2.8** 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
- H.9.2.9** 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.

**H.9.3 Subcontracting Plan Compliance Reporting.** If the Contractor has an approved subcontracting plan required by law under this contract, the Contractor shall submit to the CO and the Director of DSLBD, no later than the 21<sup>st</sup> of each month following execution of the contract, a Subcontracting Plan Compliance Report to verify its compliance with the subcontracting requirements for the preceding month. The monthly subcontracting plan compliance report shall include the following information:

**H.9.3.1** The dollar amount of the contract or procurement;

**H.9.3.2** A brief description of the goods procured or the services contracted for;

**H.9.3.3** The name of the business enterprise from which the goods were procured or services contracted;

**H.9.3.4** Whether the subcontractors to the contract are currently certified business enterprises;

**H.9.3.5** The dollar percentage of the contract awarded to SBEs, or if insufficient SBEs, to other certified business enterprises;

**H.9.3.6** A description of the activities the Contractor engaged in, in order to achieve the subcontracting requirements set forth in its plan; and

**H.9.3.7** A description of any changes to the activities the Contractor intends to make by the next month to achieve the requirements set forth in its plan.

**H.9.4 Enforcement and Penalties for Breach of Subcontracting Plan**

**H.9.4.1** If during the performance of this contract, the Contractor fails to comply with its approved subcontracting plan, and the CO determines the Contractor's failure to be a material breach of the contract, the CO shall have cause to terminate the contract under the default clause of the Standard Contract Provisions.

**H.9.4.2** There shall be a rebuttable presumption that a contractor willfully breached its approved subcontracting plan if the contractor (i) fails to submit any required monitoring or compliance report; or (ii) submits a monitoring or compliance report with the intent to defraud.

**H.9.4.3** A contractor that is found to have willfully breached its approved subcontracting plan for utilization of certified business enterprises in the performance of a contract shall be subject to 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.

**H.10 DISTRICT RESPONSIBILITIES**

Not Applicable

**H.11 CONTRACTOR RESPONSIBILITIES**

DCKA-2011-R-0026  
Cellular Phone Payment Method for Digital  
Parking Meters (Request for Proposals)

H.11.1 Additional questions that need to be answered are shown herein as *Appendix A* as follows:

## H.11.2 APPENDIX A

### H.11.3.a First Time Registration

Describe how a customer would register to use your system for the first time.

1. On-street registration via mobile applications
2. On-street registration via phone call
3. Pre-registration on website
4. Other

What are the various payment options for the customer?

1. Credit card
2. Debit card
3. Other

### H.11.4 Customer Service

- i) Describe the various contact options your system provides a customer. Does your system have a mobile app? Does your system have a toll free number? What hours can a customer contact a live person for support. Do you have a Helpdesk located in the United States? 24/7 availability?
- ii) Does your IVR system provide speech recognition? Describe in detail what options would be available to the customer and what connectivity your system requires in order to process transactions.
- iii) Can customers review their profile and parking history over the Internet? Do you have alternatives? Describe?
- iv) Does your system support International cell-phones and credit cards?
- v) Describe your process for resolving customer complaints; attach a separate policy document if appropriate.
- vi) How do you measure customer satisfaction? Please provide an example and share results of 2 customer satisfaction surveys your company did in the last 6 months?
- vii) Provide performance statistics of your call center.

### H.11.5 ADA Compliance

- 1) Is your system ADA compliant? Please explain which part of your total service operations, including helpdesk and signage, is ADA compliant. Also provide a current client reference for ADA compliancy.

H.11.6 Customer Convenience

- 1) Does your system have a 24X7 toll free number that users can call?
- 2) Can user park using a text message to your system?
- 3) Do you have applications that users can use to park using iPhone, Blackberry, Android, WebOS?
- 4) On GPS enabled phones can your system automatically identify the zone?
- 5) DO the customers receive text alerts when their session is about to expire?
- 6) Can they extend the time if they have not reached the time limit already using a text message?
- 7) Can a customer utilize your system using any phone?? What alternatives do you provide? Please describe.

H.11.7 System Security

- 1) Describe in detail what security requirements and systems are in place to protect our data as well as the customers'. Do you have a TIER 1 hosting provider?
- 2) List and attach copies of any security payment certifications your company holds. Is your system PCI DSS Level 1 compliant? Please describe the policy and procedures you have in place to keep and maintain the compliance. What internal procedures do you follow to secure quality guidelines? Explain?
- 3) Is your system SAS 70 compliant? If yes, please state if Type I and / or Type II?

H.11.8 Transaction Costs

- 1) Does your system require a per use or transaction fee? If so how much?
- 2) Can a customer use your system without any additional hangtags, barcodes or other items to display or attach to the vehicle? Explain

H.11.9 Revenue Management

- 1) Describe the process by which the City will be reimbursed for parking time. How often? By what means (check, wire, automatic deposit, etc). Describe in detail the exchange of revenue from cell-phone-paid parking.

H.11.10 Past Performance

- 1) Describe in detail the location, number of meters, spaces etc of your five ) largest customers. Where, and for how long have they been your
- 2) customer?

- 3) How many customers are registered and actively using your system? Please describe which cities they are in, since when, and numbers of customers. If you have multiple solutions implemented, add these as well to this overview.
- 4) What is the credit card settlement process used by your system/software? Is your system able to deal with real-time credit card authorization? Provide samples of reports. Can report data be exported to Excel/csv.? Please describe.

#### H.11.11 System Functionality

- 1) We have approximately <Number> different "zones" in a matrix of meter rate, hours and days of enforcement, maximum parking time, and some that have split rates depending on the time of day. Describe how your system would differentiate as to how to how much to charge the customer and whether or not to accept additional payment for time outside of the allowable parking time.
- 2) Does the system have the ability to?
  - a) Utilize maximum stay restrictions? Explain
  - b) Restrict people from re-parking and paying via cell phone for a configurable period even after parking expires? Explain.
  - c) Process transactions using varying meter rates based on day of week or time of day? For example, \$1.00/hr until 6 pm, then \$1.75 hr until 2 a.m. the next morning.
- 3) How will your system handle a variable or dynamic pricing scheme?
- 2) What limitations if any does your system have when processing rates and restrictions? Does your system have a limitation to the number of rates and zones?
- 3) Are there any limitations in minimum or maximum transaction dollar amounts per pay by phone parking transactions?
- 4) Describe what items are required to identify a vehicle to your system, and what items are required to identify a vehicle to the parking space.
- 5) Does your system allow one-time event parking at a flat rather other than the standard meter rate for that location? Describe what would be required by the customer and the City in order to utilize this process.
- 6) Does the system allow the user to start and stop a parking transaction (real-time parking)? In case the system offers start duration, does your system offer the option to stop the transaction before the end of the parking duration? Describe the process and any restrictions. Describe the cost component for the user and the City.

- 7) The system must have the following capabilities:
- a) Maximum stay restrictions
  - b) Restrict people from re-parking in the same space for a set period even after parking expires
  - c) Have different rates based on the day of the week
  - d) Have different rates based on time of day.
  - e) Rates and restrictions can be different for every meter
  - f) Rates and restrictions can be set by zones

H.11.12 Integration with Enforcement

- 1) Does your system require integration with a parking meter system or the parking meter if so how, please describe. The City <name> enforcement team is working with license plate recognition enforcement solution.
- 2) Does your service integrate with wireless handheld enforcement systems? If yes, provide examples of live sites and how?
- 3) Is the parking enforcement information available wirelessly? If yes, please explain process.
- 4) Is there interface capability with our handhelds? What is it? (City currently has <name handheld device>). Does your system have a current interface with drive by enforcement solutions?
- 5) How does a user pay for parking in a pay-and-display lot, pay-for-space or on-street parking? The City <name> enforcement team is working with license plate recognition enforcement solution. Does your system offer integration with high volume License Plate Recognition? Please describe each process in detail.
- 6) How will the system notify our EZTag enforcement system that a user has paid, and for what duration?
- 7) Is the enforcement component system compatible with any commercially available handheld device (Windows Mobile operated) and able to be enforced by (high volume) license plate recognition?

H.11.13 Marketing Plan

Do you have a targeted marketing plan to inform the City's parking customers of the availability of pay-by-phone (i.e. recruitment process, decals, signage, advertisement mediums, etc.)? Please describe how your marketing approach will secure high adoption rates. The City <name> has set a minimum adoption rate objective of 10% after the first year up to 25% after 3 years. If there are any costs to the City, please include in your price proposal.

H.11.14 System Reliability

Having a highly reliable system is a key concern to the City. Describe your system's reliability in terms of uptime. Is the system hosted? Who are the hosting partners? What events typically cause "down time" and for how long? What uptime do you guarantee?

H.11.15 Organization

- (A) What is your organizations vision on future developments in parking? What innovations have your organization planned for the next years. Describe how the City may benefit from this?
- (B) Does your organization develop and own its core technology or is it licensed from a third party? Are there any other solutions or services your organization is offering? Details?
- (C) Is there system portability, scalability, and support? Explain?
- (C) Is your service in live use at over five (5) cities? If so, provide names and contact information?

**H.12 TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 as amended**

During the performance of the Contract, the Contractor and any of its subcontractors shall comply with Title VI of the Civil Rights Act of 1964, as amended. This Act provides that no person shall, on the grounds of race, color or national origin, be excluded from participation in, or be denied the benefits of or be subject to discrimination in federally funded program and activities. See 42 U.S.C. §2000d *et seq.*

## **SECTION I: CONTRACT CLAUSES**

### **I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS**

The Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts dated March 2007 (“SCP”) are incorporated as part of the contract. 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**

The Contractor shall keep all information relating to any employee or customer of the District in absolute confidence and shall not use the information in connection with any other matters; nor shall it disclose any such information 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 CO. 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 CO giving evidence of the required coverage prior to commencing performance under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the CO. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A-VIII or higher. The Contractor shall require all of its subcontractors to carry the same insurance required herein. The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event the stated limit in the declarations page of the policy is reduced via

endorsement or the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium.

1. Commercial General Liability Insurance. The Contractor shall provide evidence satisfactory to the CO with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate; Bodily Injury and Property Damage including, but not limited to: premises-operations; broad form property damage; Products and Completed Operations; Personal and Advertising Injury; contractual liability and independent contractors. The policy coverage shall include the District of Columbia as an additional insured, shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation. 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.

- B. **DURATION.** The Contractor shall carry all required insurance until all contract work is accepted by the District, and shall carry the required General Liability; any required Professional Liability; and any required Employment Practices Liability insurance for five (5) years following final acceptance of the work performed under this contract.
- C. **LIABILITY.** These are the required minimum insurance requirements established by the District of Columbia. **HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE WILL NOT IN ANY WAY LIMIT THE CONTRACTOR'S LIABILITY UNDER THIS CONTRACT.**
- D. **CONTRACTOR'S PROPERTY.** Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.

- E. MEASURE OF PAYMENT. The District shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.
- F. NOTIFICATION. The Contractor shall immediately provide the CO with written notice in the event that its insurance coverage has or will be substantially changed, canceled or not renewed, and provide an updated certificate of insurance to the CO.
- G. CERTIFICATES OF INSURANCE. The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Evidence of insurance shall be submitted to:

*Jerry M. Carter, Contracting Officer  
Office of Contracting and Procurement  
District Department of Transportation  
2000 14<sup>th</sup> Street, NW, 6<sup>th</sup> Floor  
Washington, DC 20009  
Phone: (202) 671-2270  
E-mail: jerry.carter@dc.gov*

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

## **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.3. An award cannot be made to any offeror who has not satisfied the equal employment requirements.

## **I.10 ORDER OF PRECEDENCE**

The contract awarded as a result of this RFP will contain the following clause:

### **ORDER OF PRECEDENCE**

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) RFP, as amended
- (6) BAFOs (in order of most recent to earliest)
- (7) Proposal

**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 CO.

**I.12 GOVERNING LAW**

This contract, and any disputes arising out of or related to this contract, shall be governed by, and construed in accordance with, the laws of the District of Columbia.

**SECTION J: ATTACHMENTS**

The following list of attachments is incorporated into the solicitation by reference. *[However, include ONLY J.1, J.2, J.5 and J.6 in the final contract.]*

Attachment Number	Document
J.1	Government of the District of Columbia Standard Contract Provisions for Use with the Supplies and Services Contracts (March 2007) available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on "Solicitation Attachments"
J.2	U.S. Department of Labor Wage Determination No.: 2005-2103, Revision No.: 10, Date of Revision 06/15/2010
J.3	Office of Local Business Development Equal Employment Opportunity Information Report and Mayor's Order 85-85 available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on "Solicitation Attachments"
J.4	Department of Employment Services First Source Employment Agreement available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on "Solicitation Attachments"
J.5	Way to Work Amendment Act of 2006 - Living Wage Notice - available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a>
J.6	Way to Work Amendment Act of 2006 - Living Wage Fact Sheet - available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a>
J.7	Tax Certification Affidavit - available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a>
J.8	Cost/Price Certification and Data Package available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on "Solicitation Attachments"

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**SECTION K: REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS**

**K.1 AUTHORIZED NEGOTIATORS**

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**K.2 TYPE OF BUSINESS ORGANIZATION**

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

(a) It operates as:

- a corporation incorporated under the laws of the state of: \_\_\_\_\_
- an individual,
- a partnership,
- a nonprofit organization, or
- a joint venture.

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

- an individual,
- a joint venture, or
- a corporation registered for business in \_\_\_\_\_  
(Country)

**K.3 CERTIFICATION AS TO COMPLIANCE WITH EQUAL OPPORTUNITY OBLIGATIONS**

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

Offeror \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_

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

**K.4 BUY AMERICAN CERTIFICATION**

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

\_\_\_\_\_ EXCLUDED END PRODUCTS  
\_\_\_\_\_ COUNTRY OF ORIGIN

**K.5 DISTRICT EMPLOYEES NOT TO BENEFIT CERTIFICATION**

Each offeror shall check one of the following:

- \_\_\_\_\_ No person listed in Clause 13 of the SCP (Attachment J.1), "District Employees Not To Benefit" will benefit from this contract.
- \_\_\_\_\_ The following person(s) listed in Clause 13 of the SCP (Attachment J.1), "District Employees Not To Benefit" may benefit from this contract. For each person listed, attach the affidavit required by Clause 13.

\_\_\_\_\_  
\_\_\_\_\_

**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



B. has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal, District or state agency within the past three (3) years;

C. does not have a proposed debarment pending; and

D. has not been indicted, convicted, or had a civil judgment rendered against it or them by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

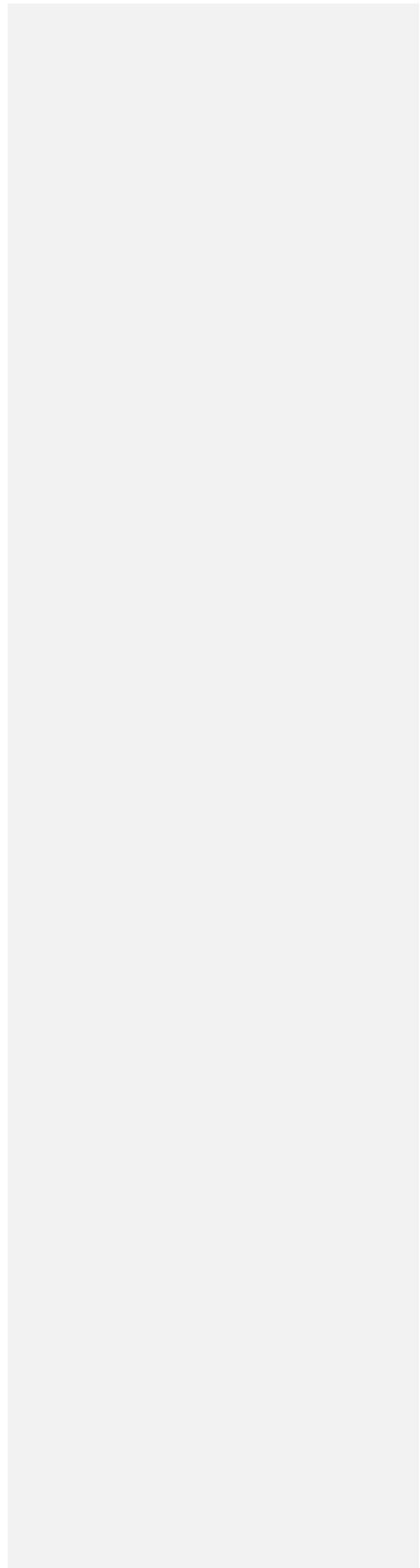
Indicate below any exception to your certification of eligibility and to whom it applies, their position in the offeror's organization, the initiating agency, and dates of action. Exceptions will not necessarily result in denial of award, but will be considered in determining responsibility of the offeror. Providing false information may result in criminal prosecution or administrative sanctions.

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## **SECTION L: INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS**

### **L.1 CONTRACT AWARD**

#### **L.1.1 Most Advantageous to the District**

The District intends to award a single contract resulting from this solicitation to the responsible offeror whose offer 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 a contract 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 six 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. DCKA-2011-R-0026, *Insert - Solicitation No.;* *DCKA-2011-R-0026, Title; Request for Proposals – Cellular Phone Payment Method for Digital Parking Meters and name of offeror.*

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 and delivery thereof. The information requested below for the technical proposal shall facilitate evaluation for all proposals. The technical proposal must contain sufficient detail to provide a clear and concise response fully reflecting the manner in which the offeror proposes to fully meet the requirements in Section C.

#### **L.2.1 TECHNICAL PROPOSAL**

##### **Executive Summary (not to exceed 5 pages):**

Provide an overview of Offeror's proposal. Clearly include any assumptions made responding to the RFP and any exceptions made in the offer. The Executive Summary should also identify any uncertainties and briefly explain how the Offeror intends to address those uncertainties.

**L.2.2 Section One - Technical Approach (15 page maximum):**

The Technical Approach should be a brief explanation of the methodologies, strategies, and capabilities that the offeror intends to apply to the Work Statement and Requirements described by DDOT in this RFP. Offerors should provide the following information to describe their technical approach:

**L.2.3 System functionality – describe basic functionalities of the system**

Concept of Operation – describe how the system operates from different stakeholders’ perspective. The different stakeholders are the customers, parking enforcement (DPW), parking meter management (DDOT) and Office of Chief Financial Officer (OCFO).

- L.2.3.1 Overall System Information
- L.2.3.2 Licensing, if any
- L.2.3.3 Database provided
- L.2.3.4 Tools Provided
- L.2.3.5 Training program
- L.2.3.6 User Friendliness of proposed system
- L.2.3.7 Sign up Process
- L.2.3.8 Customer Support Plan and how it interfaces with existing 311 system
- L.2.3.9 Revenue collection technology; methods for tracking and submitting parking revenue
- L.2.3.10 Enforcement management and technology
- L.2.3.11 Scalability of system to include other applications
- L.2.3.12 Project schedule and ramp-up time
- L.2.3.13 Marketing Plan
- L.2.3.14 QA/QC process
- L.2.4 The offeror’s technical capacity to perform the required services as described in C.3, including the offeror’s quality assurance plan, system to measure and trace service delivery outcomes, and the scheduling, coordination and documentation of the requirements.
- L.2.5 This factor examines technical capacity and the overall contribution and utilization of the offeror’s techniques and processes in the successful fulfillment of the requirements. In describing its technical expertise offeror’s shall provide the following information:
- L.2.6 Provide an organizational chart that demonstrates the offeror’s understanding and availability of staff to fulfill the required minimum staffing positions;

L.2.7 Provide key staff information including cameos and certificates, demonstrating the qualifications and expertise of the offeror's proposed staff to meet the minimum qualifications for required staff and the expertise to perform the services required; and

L.2.8 Availability of key staff resources dedicated to the project.

L.2.9 Section Two – Customer Service (5 pages maximum)

L.2.10 Discuss the customer service plan that will be in place for the project. This will include:

- 1) Marketing plan to promote the new program;
- 2) Multiple channels for customer sign up;
- 3) Ease of use;
- 4) Payment options; and
- 5) Access to customer service center
- 6) Conflict resolution process

L.2.11 Section Three - Past Performance (5 pages maximum)

As noted in Section M, past performance is a key evaluation factor. By past performance, the District means the Offeror's record of conforming to specifications and to standards of good workmanship, forecasting and controlling costs; and adherence to contract schedules, including the administrative aspects of performance. The Offeror's reputation for reasonable and cooperative behavior and their commitment to customer satisfaction will be assessed, along with their business like concern for the interest of their customer.

L.2.12 Provide information regarding your last three relevant contracts in terms of size and scope (but not more than five (5) years old). You may submit more than three (3) if necessary to properly cover specialized areas of performance or because of the broad scope of the work. Sending in more than three that are all for the same type of work is unnecessary and discouraged. Provide the following information:

L.2.13 The name and address of the organization for which the services were performed; the name and current telephone number of the responsible technical representative of the organization; the contract number; the type of contract; and a brief description of the services provided, including the length of performance and the total dollar amount.

L.2.14 In addition, explain how the reference applies to this RFP's Statement of Work. DDOT/OCP personnel may use this information to contact representatives to obtain information regarding your performance.

L.2.15 **Briefly explain how well you met the contract quality and schedule requirements.**

List any contract under which you received either a cure notice or show cause letter, or that was terminated for default or for the convenience of the Government within the past five (5) years. Briefly explain the circumstances in each such instance.

L.2.16 DDOT/TOA personnel will evaluate the quality of the Offeror's past performance based on information provided by the Offeror, as well as other relevant past performance information obtained from other sources.

L.2.17 **Section Four - User Cost Information (3 pages maximum)**

The offeror need to provide specifics about their proposed user cost structure or transaction fee.

**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 ~~Insert the time and date specified in Section 2:00 PM, December 28, 2010 9:7.~~ 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:

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- (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 CO 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 and time 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 a proposal that is not considered shall be held unopened, unless opened for identification, until after award and then retained with unsuccessful proposals resulting from this solicitation.

#### **L.4 EXPLANATION TO PROSPECTIVE OFFERORS**

If a prospective offeror has any questions relating 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 **(DBT)** days prior to the closing date and time indicated for this solicitation. The District will not consider any questions received less than (DBT) days before the date set for submission of proposals. The District will furnish responses promptly to all prospective offerors. An amendment to the solicitation will be issued if the CO decides that information is necessary in submitting offers, or if the lack of it would be prejudicial to any prospective offeror. Oral explanations or instructions given by District officials 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 CO, Jerry M. Carter, Office of Contracting and Procurement, District Department of Transportation, 2000 14<sup>th</sup> Street, NW, 6<sup>th</sup> Floor, Washington, DC 20009; Telephone: (202) 671-2270, by letter or postcard whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise the CO 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 CO that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

#### **L.6 RESTRICTION ON DISCLOSURE AND USE OF DATA**

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

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

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

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

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

**L.7 PROPOSALS WITH OPTION YEARS**

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

**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 ten (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 §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 §2-534(a)(1).

**L.14 CERTIFICATES OF INSURANCE**

Prior to commencing work, the Contractor shall have its insurance broker or insurance company submit certificates of insurance giving evidence of the required coverage’s as specified in Section I.8 to:

*Jerry M. Contractor, Contracting Officer  
Office of Contracting and Procurement  
District Department of Transportation  
2000 14<sup>th</sup> Street, NW, 6<sup>th</sup> Floor  
Washington, DC 20009  
Phone: (202) 671-2270  
E-mail: [jerry.carter@dc.gov](mailto:jerry.carter@dc.gov)*

**L.15 ACKNOWLEDGMENT OF AMENDMENTS**

The offeror shall acknowledge receipt of any amendment to this solicitation (a) by signing and returning the amendment; (b) by identifying the amendment number and date in the space provided for this purpose in Section A, Solicitation, Offer and Award form; or (c) by letter, telegram or e-mail from an authorized negotiator. The District must receive the acknowledgment by the date and time specified for receipt of proposals. An offeror’s failure to acknowledge an amendment may result in rejection of its offer.

**L.16 BEST AND FINAL OFFERS**

If, subsequent to receiving original proposals, negotiations are conducted, all offerors within the competitive range will be so notified and will be provided an opportunity to submit written best and final offers at the designated date and time. Best and final offers will be subject to the Late Submissions, Late Modifications and Late Withdrawals of Proposals provisions of the solicitation. After receipt of best and final offers, no discussions will be reopened unless the CO 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 CO shall issue an additional request for best and final offers to all offerors still within the competitive range.

#### **L.17 LEGAL STATUS OF OFFEROR**

Each proposal must provide the following information:

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

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

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

#### **L.18 FAMILIARIZATION WITH CONDITIONS**

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

#### **L.19 GENERAL STANDARDS OF RESPONSIBILITY**

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

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

**L.19.2** Evidence of the ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.

- L.19.3** Evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them.
- L.19.4** Evidence of compliance with the applicable District licensing and tax laws and regulations.
- L.19.5** Evidence of a satisfactory performance record, record of integrity and business ethics.
- L.19.6** Evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them.
- L.19.7** Evidence of other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations.
- L.19.8** If the prospective contractor fails to supply the information requested, the CO 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 CO shall determine the prospective contractor to be nonresponsible.

## 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

M.2.1 The Technical Rating Scale is as follows:

<b>Numeric Rating</b>	<b>Adjective</b>	<b>Description</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.

M.2.2 The technical rating is a weighting mechanism that will be applied to the point value for each evaluation factor to determine the offeror's score for each factor. The offeror's total technical score will be determined by adding the offeror's score in each evaluation factor. For example, if an evaluation factor has a point value range of zero (0) to forty (40) points, using the Technical Rating Scale above, if the District evaluates the offeror's response as "Good," then the score for that evaluation factor is 4/5 of 40 or 32.

If subfactors are applied, the offeror's total technical score will be determined by adding the offeror's score for each subfactor. For example, if an evaluation factor has a point value range of zero (0) to forty (40) points, with two subfactors of twenty (20) points each, using the Technical Rating Scale above, if the District evaluates the offeror's response as "Good" for the first subfactor and "Poor" for the second subfactor, then the total score for that

evaluation factor is 4/5 of 20 or 16 for the first subfactor plus 1/5 of 20 or 4 for the second subfactor, for a total of 20 for the entire factor.

**M.3 EVALUATION CRITERIA**

Proposals will be evaluated based on the following evaluation factors in the manner described below:

<b>Technical Evaluation Factors</b>	<b>Points</b>
Factor A - Technical Approach and Implementation Plan	30
Factor B - Customer Convenience	15
Factor C - Qualifications and Past Performance	20
Factor D – User Cost/Price Criterion	35
Total	100

**M.3.1 FACTOR A – Technical Approach and Implementation Plan (30 Points Maximum)**

- M.3.1.1.a Technical proposals will be rated based on the extent to which the proposal demonstrates, in clear and concise language their approach to implementing the system. The ease of implementation, integration, monitoring and use will be considered
- M.3.1.1.b Contractor must have experience in developing, implementing and managing a pay-by-cell phone program in a parking environment. The Contractor must be a well-established firm whose experience and financial strength suggest that the Contractor will be able to meet all its contractual requirements for the full duration of the Contract. Your proposal must include the following financial/ corporate information:
  - M.3.1.1.c Audited financial statements for the past 3 years;
  - M.3.1.1.d A complete narrative of your company history;
  - M.3.1.1.e Identification and description of any incidents, in the last five (5) years, by which a contract with your firm was terminated for any reason whatsoever;
  - M.3.1.1.f Resumes of key personnel who will work on this project and qualifications of the Contractor’s personnel and any specialty subcontractors included in the members of the team who will perform the work must be included in the Contractor proposal.
  - M.3.1.1.g The extent to which the Prime Contractor’s quality control/quality assurance plan represents a proactive approach that will identify needs in a timely manner.

M.3.1.1.4.b A description of how the system will be enforced Ease of Effectiveness.

M.3.1.1.4.f A business plan showing zero up front or on-going cost to the County

M.3.1.1.4.g Expandability of system (geographically or technologically)

M.3.1.1.4.h Validation that customer personal and financial data is compliant with standards set forth by the Payment Card Industry Data Security Standards (PCI compliancy).

**M.3.1.1.3 FACTOR B - Customer Convenience (15 Points Maximum)**

M.3.1.1.3.a Provide specifics on customer service plan including # of call takers, availability, location of call center, call center metrics.

M.3.1.1.3.b Detailed description of how the user would: set up, access and manage their pay-by-cell phone account.

M.3.1.1.3.c A description of how the Contractor will manage customer phone calls and customer complaints (include who will be managing the call center, the hours of operation, and how many calls can be handled simultaneously)

M.3.1.1.3.d A description of how the pay-by-cell phone system is to be marketed and advertised (i.e. signage, incentives for 1st time users, etc), and how will your firm work with the District to market and promote the program.

M.3.1.1.3.e Plan for soliciting customer feedback and customer surveys on a periodic basis.

M.3.1.1.3.f Plans for interfacing the customer service calls with the existing 311 system.

**M.3.1.1.2 FACTOR C - Qualifications and Past Performance (20 Points Maximum)**

M.3.1.1.2.a The level of staffing, fields of expertise and resources that will be allocated to this project.

M.3.1.1.2.b Capabilities and experience of your firm in developing, implementing, and managing a pay-by-cell phone project in a parking environment that includes individual meters, and pay-by-space configurations (include years of experience).

M.3.1.1.2.c Examples of cities/towns where your firm has implemented a pay-by-cell phone system using single-space parking meters (include contact information, if available).

M.3.1.1.2.d Familiarity and success in implementing similar systems in other jurisdictions

**M.3.2 FACTOR D –User Cost/Price Criterion (35 Points Maximum)**

**M.3.2.1** 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:

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

**M.3.3 PREFERENCE POINTS AWARDED PURSUANT TO SECTION M.5.2 (12 Points Maximum)**

**M.3.4 TOTAL POINTS (112 Points Maximum)**

Total points shall be the cumulative total of the offeror’s technical criteria points, price criterion points and preference points, if any.

**M.4 EVALUATION OF OPTION YEARS**

The District will evaluate offers for award purposes by evaluating the total price for all options as well as the base year. Evaluation of options shall not obligate the District to exercise them. The total District’s requirements may change during the option years. Quantities to be awarded will be determined at the time each option is exercised.

**M.5. PREFERENCES FOR CERTIFIED BUSINESS ENTERPRISES**

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

**M.5.1 Application of Preferences**

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

**M.5.1.1** Any prime contractor that is a small business enterprise (SBE) certified by the Department of Small and Local Business Development (DSLBD) will receive the addition of three points on a 100-point scale added to the overall score for proposals submitted by the SBE in response to this Request for Proposals (RFP).

- M.5.1.2** Any prime contractor that is a resident-owned business (ROB) certified by DSLBD will receive the addition of five points on a 100-point scale added to the overall score for proposals submitted by the ROB in response to this RFP.
- M.5.1.3** Any prime contractor that is a longtime resident business (LRB) certified by DSLBD will receive the addition of five points on a 100-point scale added to the overall score for proposals submitted by the LRB in response to this RFP.
- M.5.1.4** Any prime contractor that is a local business enterprise (LBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the LBE in response to this RFP.
- M.5.1.5** Any prime contractor that is a local business enterprise with its principal offices located in an enterprise zone (DZE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DZE in response to this RFP.
- M.5.1.6** Any prime contractor that is a disadvantaged business enterprise (DBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DBE in response to this RFP.
- M.5.1.7** Any prime contractor that is a veteran-owned business (VOB) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the VOB in response to this RFP.
- M.5.1.8** Any prime contractor that is a local manufacturing business enterprise (LMBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the LMBE in response to this RFP.

**M.5.2 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 is the equivalent of twelve (12) points on a 100-point scale for proposals submitted in response to this RFP. There will be no preference awarded for subcontracting by the prime contractor with certified business enterprises.

**M.5.3 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.5.4 Verification of Offeror's Certification as a Certified Business Enterprise**

**M.5.4.1** Any vendor seeking to receive preferences on this solicitation must be certified at the time of submission of its proposal. The contracting officer will verify the offeror's certification with DSLBD, and the offeror should not submit with its proposal any documentation regarding its certification as a certified business enterprise.

**M.5.4.2** 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.5.4.3** All vendors are encouraged to contact DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

## **M.6 EVALUATION OF PROMPT PAYMENT DISCOUNT**

**M.6.1** 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.6.2** 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.