

<b>SOLICITATION, OFFER, AND AWARD</b>			1. Caption			Page of Pages					
			Delinquent Collection Services			1	84				
2. Contract Number		3. Solicitation Number		4. Type of Solicitation		5. Date Issued		6. Type of Market			
		DCKV-2010-R-0001		<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		4/20/2010		<input checked="" type="checkbox"/> Open <input type="checkbox"/> Set Aside <input type="checkbox"/> Open with Sub-Contracting Set Aside			
7. Issued By: Office of Contracting and Procurement 441 4th Street, NW, Suite 700 South Washington, DC 20001				8. Address Offer to: Office of Contracting and Procurement 441 4th Street, NW, Suite 703 South, Bid Room Washington, DC 20001							
NOTE: In sealed bid solicitations "offer" and "offeror" means "bid" and "bidder"											
<b>SOLICITATION</b>											
9. Sealed offers in original and <u>7</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried to the bid counter located at <u>441 4th Street NW, Suite 703 South, Bid Room Washington, DC 20001</u> until <u>2:00 PM</u> local time <u>5/25/2010</u> (Hour) (Date)											
CAUTION: Late Submissions, Modifications and Withdrawals: See 27 DCMR chapters 15 & 16 as applicable. All offers are subject to all terms & conditions contained in this solicitation.											
10. For Information Contact		A. Name			B. Telephone			C. E-mail Address			
		Chris Yi			(Area Code) 202		(Number) 724-5069		(Ext)  		
								<a href="mailto:chris.yi@dc.gov">chris.yi@dc.gov</a>			
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<b>OFFER</b>											
12. In compliance with the above, the undersigned agrees, if this offer is accepted within <u>150</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		10 Calendar days %		20 Calendar days %		30 Calendar days %		___ Calendar days %			
14. Acknowledgement of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION):				Amendment Number		Date		Amendment Number		Date	
15A. Name and Address of Offeror				16. Name and Title of Person Authorized to Sign Offer/Contract							
15B. Telephone			15 C. Check if remittance address is different from above - Refer to Section G			17. Signature			18. Offer Date		
(Area Code)	(Number)	(Ext)	<input type="checkbox"/>								
<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) James Marshall Contracting Officer			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 INTRODUCTION**

The District of Columbia Office of Contracting and Procurement, on behalf of the Department of Motor Vehicles (the "District") is seeking a contractor to provide delinquent collection services for approximately 355,000 tickets assigned annually.

**B.2 CONTRACT TYPE**

The District contemplates award of a multi-year requirements type contract based on a fixed unit price.

**B.3 REQUIREMENTS CONTRACT**

The District will purchase its requirements of the articles or services included herein from the Contractor. The estimated quantities stated herein reflect the best estimates available. The estimate shall not be construed as a representation that the estimated quantity will be required or ordered, or that conditions affecting requirements will be stable. The estimated quantities shall not be construed to limit the quantities which may be ordered from the Contractor by the District or to relieve the Contractor of its obligation to fill all such orders.

- a. Delivery or performance shall be made only as authorized in accordance with the Ordering Clause, G.10. The District may issue orders requiring delivery to multiple destinations or performance at multiple locations. If the District urgently requires delivery before the earliest date that delivery may be specified under this contract, and if the Contractor shall not accept an order providing for the accelerated delivery, the District may acquire the urgently required goods or services from another source.
- b. There is no limit on the number of orders that may be issued. The District may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- c. Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and District's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided that the Contractor shall not be required to make any deliveries under this contract after

**B.4 PRICE SCHEDULE**

**B.4.1 BASE PERIOD OF PERFORMANCE**

**B.4.1.1 Base Period of Performance Year One**

<b>Contract Line Item No. (CLIN)</b>	<b>Item Description</b>	<b>Estimated Annual Collection</b>	<b>Contingency Fee (%) Based on Actual Collection</b>	<b>Estimated Total Price</b>
0001	Delinquent collection services as described in Section C.3.	\$13,747,000	____%	\$_____

**B.4.1.2 Base Period of Performance Year Two**

<b>Contract Line Item No. (CLIN)</b>	<b>Item Description</b>	<b>Estimated Annual Collection</b>	<b>Contingency Fee (%) Based on Actual Collection</b>	<b>Estimated Total Price</b>
0101	Delinquent collection services as described in Section C.3.	\$13,747,000	____%	\$_____

**B.4.2 OPTION YEAR ONE PERIOD OF PERFORMANCE**

<b>Contract Line Item No. (CLIN)</b>	<b>Item Description</b>	<b>Estimated Annual Collection</b>	<b>Contingency Fee (%) Based on Actual Collection</b>	<b>Estimated Total Price</b>
0201	Delinquent collection services as described in Section C.3.	\$13,747,000	____%	\$_____

**B.4.3 OPTION YEAR TWO PERIOD OF PERFORMANCE**

<b>Contract Line Item No. (CLIN)</b>	<b>Item Description</b>	<b>Estimated Annual Collection</b>	<b>Contingency Fee (%) Based on Actual Collection</b>	<b>Estimated Total Price</b>
0301	Delinquent collection services as described in Section C.3.	\$13,747,000	____%	\$_____

**B.4.4 OPTION YEAR THREE PERIOD OF PERFORMANCE**

<b>Contract Line Item No. (CLIN)</b>	<b>Item Description</b>	<b>Estimated Annual Collection</b>	<b>Contingency Fee (%) Based on Actual Collection</b>	<b>Estimated Total Price</b>
0401	Delinquent collection services as described in Section C.3.	\$13,747,000	____%	\$ _____

**B.4.5 GRAND TOTAL**

<b>Period of Performance</b>	<b>Estimated Total Price</b>
Base Period of Performance Year One (B.4.1.1)	\$ _____
Base Period of Performance Year Two (B.4.1.2)	\$ _____
Option Year One (B.4.2)	\$ _____
Option Year Two (B.4.3)	\$ _____
Option Year Three (B.4.4)	\$ _____
<b>Grand Total</b>	<b>\$ _____</b>

**B.5** If an offeror intends to subcontract under this solicitation, it must subcontract at least 35% of the dollar volume of this contract in accordance with the provisions of section M.5.1. The prime contractor responding to this solicitation shall be required to submit with its proposal, a notarized statement detailing its subcontracting plan. Proposals responding to this request for proposal (RFP) shall be deemed nonresponsive and shall be rejected if the offeror intends to subcontract in accordance with the provisions of section M.5.1, but fails to submit a subcontracting plan with its proposal.

**SECTION C  
SPECIFICATIONS/WORK STATEMENT**

**C.1 SCOPE**

The Government of the District of Columbia Office of Contracting and Procurement, on behalf of the Department of Motor Vehicles (DMV) is seeking the services of a Contractor to provide delinquent collection services for approximately 355,000 tickets assigned annually.

**C.1.1 APPLICABLE DOCUMENTS**

The following documents are applicable to the performance of the required services and are hereby incorporated by this reference.

Item No.	Document Type	Title	Date/Version
1	Public Law	Driver Privacy Protection Act 18 U.S.C. § 2721 et. seq. <a href="http://www.accessreports.com/statutes/DPPA1.htm">http://www.accessreports.com/statutes/DPPA1.htm</a>	Most Recent
2	Public Law	Fair Credit Reporting Act, 15 USC §§1681, et seq. <a href="http://www.ftc.gov/os/statutes/031224fcra.pdf">http://www.ftc.gov/os/statutes/031224fcra.pdf</a>	Most Recent
3	Public Law	Federal Fair Debt Collection Practices Act 15 USC §§ 1692, et seq. <a href="http://www.ftc.gov/bcp/edu/pubs/consumer/credit/cre27.pdf">http://www.ftc.gov/bcp/edu/pubs/consumer/credit/cre27.pdf</a>	Most Recent
4	DC Code	District of Columbia Official Code Section VIII General Laws Title 50 Motor and Non-Motor Vehicles and Traffic Subtitle I Commercial and Government Vehicles Subtitle II Consumer Protection Subtitle III Environmental Protection Subtitle IV Motorized Vehicle Registration, Inspection, Licensing Subtitle V Non-Motorized Vehicles Subtitle VI Safety Subtitle VII Traffic Subtitle VIII Vehicles on Public and Private Space <a href="http://government.westlaw.com/linkedslice/default.asp?RS=GVT1.0&amp;VR=2.0&amp;SP=DCC-1000&amp;Action=Welcome">http://government.westlaw.com/linkedslice/default.asp?RS=GVT1.0&amp;VR=2.0&amp;SP=DCC-1000&amp;Action=Welcome</a>	Most Recent

Item No.	Document Type	Title	Date/Version
5	District Municipal Regulations	District of Columbia Municipal Regulations Title 18: Vehicles and Traffic Chapter 10: Procedures for Administrative Hearings Chapter 11: Motor Vehicle Offenses and Penalties Chapter 20: Traffic Regulations: Applicability and Enforcements Chapter 22: Moving Violations Chapter 26: Civil Fines for Moving and Non-Moving Infractions Chapter 30: Adjudication and Enforcements Chapter 99: Definitions <a href="http://dmv.dc.gov/info/DMV%20Municipal%20Regulations.shtm">http://dmv.dc.gov/info/DMV%20Municipal%20Regulations.shtm</a>	Most Recent
6	District Web Site	Department of Motor Vehicles <a href="http://dmv.dc.gov/main.shtm">http://dmv.dc.gov/main.shtm</a>	Most Recent

**C.1.2 DEFINITIONS**

The following terms when used in this solicitation have the following meaning:

- C.1.2.1 Assignment** - A weekly referral of collection-eligible tickets for secondary collections.
- C.1.2.2 Automated parking ticket** – A ticket issued by a District agency using a handheld remote device. Currently, most automated parking tickets are issued by the Department of Public Works. Parking and moving tickets are issued using handheld devices by MPD and other issuing agencies.
- C.1.2.3 Collection-eligible tickets** - Tickets which have met the criteria established by DMV to be assigned for secondary collections as described in C.3.4.1.
- C.1.2.4 Collections** – Secondary efforts to collect receivables after primary efforts have not yielded results; collections begin with the assignment of a receivables file from the Ticket Processing Contractor.
- C.1.2.5 Collections Contractor** – The Contractor selected to perform secondary collection services pursuant to this solicitation.
- C.1.2.6 Contingency Fee** - The method of payment to the Collections Contractor for collecting receivables on assigned fee-eligible tickets, calculated as a percentage of the amount paid.
- C.1.2.7 CO**– Contracting Officer
- C.1.2.8 COTR** – Contracting Officer’s Technical Representative
- C.1.2.9 Customer** – An individual or organization that receives a service from or interacts with the Department of Motor Vehicles.

- C.1.2.10**     **Department of Motor Vehicles (DMV)** – District agency that develops, administers, and enforces vehicular laws for the public to ensure public safety through the safe operation of motor vehicles.
- C.1.2.11**     **DESTINY** – The DMV integrated driver license and vehicle registration information system.
- C.1.2.12**     **Fee-able** – Eligible for a contingency fee.
- C.1.2.14**     **Lockbox** – A retail processing operation that handles a high volume of payments and relies on high-speed equipment to electronically “read” and image checks and accurately capture customer account information. Payment information and images are uploaded as an electronic file to the District’s ticket processing system.
- C.1.2.15**     **Lockbox Contractor** – The entity that performs mail ticket payment lockbox services for the District.
- C.1.2.16**     **Metropolitan Police Department (MPD)** – District agency responsible for among other things automated traffic enforcement.
- C.1.2.17**     **Notice of Infraction (NOI)** – A ticket written to a vehicle or motorist in violation of DCMR Title 18 parking or moving regulations.
- C.1.2.18**     **Photo enforcement ticket** – A ticket issued pursuant to a violation captured by a camera at a fixed or mobile location. Currently, these tickets are for passing a red light, for speeding, and for street sweeping sign violations. In the near future, tickets will also be issued for other moving and parking violations.
- C.1.2.19**     **Primary Collection** - Attempts to derive payment on tickets prior to assignment to a collection Contractor.
- C.1.2.20**     **Receivables** - Unpaid or partially paid tickets assigned for secondary collections.
- C.1.2.21**     **Secondary Collections** - Attempts to derive payment on assigned receivables when primary collection efforts have not been successful.
- C.1.2.22**     **Scan Line** - Listing machine readable numbers that identify the notice number and dollar amount appears at the bottom of each notice.
- C.1.2.23**     **Ticket** – Also known as a Notice of Infraction or citation, this is the legal document issued to a driver or registered owner of a vehicle pursuant to a parking, minor moving, or photo enforced violation. The term ‘ticket’ is the more familiar term and is, therefore, used throughout this document in place of Notice of Infraction or citation.
- C.1.2.24**     **Ticket Processing System** – A DMV managed system for the capture, update and storage of ticket data and associated images and transactions. The system is presently contracted to a Ticket Processing Contractor.

**C.1.2.25 Ticket Processing Contractor** - The entity that provides the Ticket Processing System and performs associated services for the District, including primary collection services.

## **C.2 BACKGROUND**

### **C.2.1 DMV VISION AND OBJECTIVES**

**C.2.1.1** The mission of the Department of Motor Vehicles (DMV) is to provide excellent customer service and to promote public safety by ensuring the safe operation of motor vehicles. DMV provides driver licenses, identification cards, vehicle registrations, parking and moving violations hearings and ticket payments. DMV conducts adjudication services and collects ticket payments for approximately 2.5 million parking and traffic tickets each year. The Department's objectives are to:

- a. Make it easier, faster, and friendlier to do business with DMV.
- b. Ensure a skilled and diverse workforce for quality customer service.
- c. Ensure the integrity and security of DMV's registration, licensing and adjudication services and facilities.

**C.2.1.1.1** It is the intention of the services resulting from this solicitation to maintain and contribute to ensure the integrity and security of DMV's adjudication services concerned with moving violations, parking, and traffic tickets issued in the District.

### **C.2.2 CURRENT OPERATING ENVIRONMENT**

#### **C.2.2.1 Introduction**

DC Code Title 50 Motor and Non-Motor Vehicles and Traffic (Applicable Document #4)  
District of Columbia Municipal Regulations Title 18 Vehicles and Traffic (Applicable Document #5)

**C.2.2.1.1** Tickets for parking, moving and photo-enforced tickets are issued by the Department of Public Works (DPW), the Metropolitan Police Department (MPD), and other issuing agencies in the District of Columbia to motorists and registered owners of vehicles in violation of District parking and minor moving regulations. These regulations, DC Code Title 50 Motor and Non-Motor Vehicles and Traffic (Applicable Document #4) District of Columbia Municipal Regulations Title 18 Vehicles and Traffic (Applicable Document #5) are designed to optimize traffic flow, ensure adequate short-term parking in commercial areas, protect residential parking access, and promote safe driving behavior. The District issues approximately 2.28 million tickets annually. The chart below shows the number of tickets written by type and the total value of the fines and penalties for those tickets for fiscal years 2005, 2006, 2007, and 2008.

	<b>FY 2005</b>		<b>FY 2006</b>		<b>FY 2007</b>	
Violation	Tickets Issued	Fines and Penalties	Tickets Issued	Fines and Penalties	Tickets Issued	Fines and Penalties
Moving Violations	103,700	\$9,471,791	103,231	\$10,086,880	102,627	\$8,611,508
Parking Violations	1,724,513	\$101,442,203	1,668,577	\$103,242,473	1,623,194	\$96,478,655
Photo Enforced	607,304	\$55,530,991	663,192	\$61,816,785	403,856	\$37,463,995
<b>Totals</b>	<b>2,435,517</b>	<b>\$166,444,985</b>	<b>2,435,000</b>	<b>\$175,146,138</b>	<b>2,129,677</b>	<b>\$142,554,158</b>

	<b>FY 2008</b>		<b>FY 2009</b>	
Violation	Tickets Issued	Fines and Penalties	Tickets Issued	Fines and Penalties
Moving Violations	112,579	\$12,317,017	112,114	\$13,373,308
Parking Violations	1,702,502	\$104,027,966	1,796,436	\$107,425,043
Photo Enforced	400,915	\$35,974,420	639,736	\$57,705,750
<b>Totals</b>	<b>2,215,996</b>	<b>\$152,319,403</b>	<b>2,548,286</b>	<b>\$178,504,101</b>

**C.2.2.2 Issuing and Posting of Tickets**

**C.2.2.2.1** A moving or parking violation is considered issued when it is written and placed on a vehicle or handed to the motorist. A name and address are captured by the issuing officer for moving violations at the time the ticket is issued. A photo-enforced violations ticket is considered issued when it is mailed to the registered owner of the vehicle cited for the violation. The address of record is obtained from the home state DMV shortly after issuance for parking and photo-enforced tickets. The back of each ticket details the options available to the recipient, pay or request adjudication, and all applicable deadlines.

**C.2.2.2.2** The issuing officer has fifteen (15) calendar days after the ticket is written to turn moving and parking tickets in for processing at the DMV. An additional five (5) calendar days are allowed for weekends, holidays, and processing time. Photo-enforced violations shall be mailed by the twenty-fifth (25) day following the violation capture. Any moving or parking ticket that is not posted to the ticket processing system within twenty (20) calendar days, and any photo-enforced violation that is not mailed and updated within twenty-five calendar days to the ticket processing system is dismissed by the DMV after it updates. If a transaction occurs, such as a payment or a hearing request, prior to the ticket posting to the ticket processing system or being mailed in a timely manner, the DMV dismisses the ticket based on the transaction date plus twenty (20) calendar days.

- C.2.2.2.3** Once the ticket is issued, which is considered day zero, the recipient has thirty (30) calendar days to pay the ticket without a penalty. On the 31<sup>st</sup> day, a penalty equal to the fine on the ticket is added to the amount due. A notice is mailed to the owner or driver before day fifty (50) advising them that a penalty has been applied and reminding them that they have up to sixty (60) calendar days to answer the ticket, by either paying the full amount due or requesting adjudication. Owners of vehicles cited for photo-enforced moving violations may provide driver information within the 60-day limit and, if acceptable, have the liability for the ticket for booting and other enforcement criteria be waived.
- C.2.2.2.4** On the 61<sup>st</sup> day following issuance, if the ticket has not been answered, it is deemed liable. A second notice is mailed notifying the owner or driver of their status. For parking violations, an additional \$5 penalty is applied to the ticket. Vehicle-based tickets become boot eligible if there are three or more fully or partially unpaid parking or photo enforced tickets, at least one of which was issued in the past year. The recipient may no longer request a hearing without filing a motion that explains why the ticket wasn't answered within the sixty-day period following issuance. If the motion is granted by the hearing examiner, adjudication is possible only for an additional sixty days following the deemed liable finding. If the ticket remains unanswered for more than 120 days after issuance, it is assigned to a collection agency.

### **C.2.2.3 Adjudication of Tickets**

Citizens may request adjudication in person, by mail, on the Internet, or by phone. The options are to have a scheduled in-person hearing (which is limited to cases where the issuing officer must be present and photo-enforced violations), to have a walk-in hearing (limited to parking tickets), or to submit mail adjudication. When the citizen has an in-person hearing, the DMV Hearing Examiner listens to the testimony of the citizen, the officer (if required), reviews the citation and associated images along with any evidence presented, and determines liability based on the testimony, evidence, and their knowledge of District regulations. The Hearing Examiner enters their findings into the ticket processing system and produces a Hearing Record detailing the results of the hearing, including any amount due. For mail adjudication, the Hearing Examiner reviews the documents submitted by the recipient and the citation and associated images, and makes their determination. A Hearing Record is mailed to the citizen detailing their findings. Citizens have a short period after the Hearing Examiner's decision is rendered to request an appeal of the hearing. If the citizen meets the requirements for an appeal application, which includes paying the ticket and additional fees, the ticket is reviewed by an Appeals Board and the original disposition is upheld or reversed. If ticket(s) remain unpaid following adjudication, a notice is sent and if the ticket remains unanswered, it is turned over to collections.

### **C.2.2.4 Payment of Tickets**

- C.2.2.4.1** A citizen may pay in person at a District cashier station located at the main DMV Adjudication Services location, by placing their payment in a DMV drop box, by mail, on the phone, or on the Internet.

- a. Mail payments are directed to a PO Box, which is handled by the District’s Lockbox Contractor. Drop box payments are also handled by the Lockbox Contractor, as are bulk fleet payments forwarded by the Ticket Processing Contractor.
- b. Payments that are received by the Ticket Processing Contractor in their correspondence are applied in their office online the day they are received.
- c. Payments on defaulted tickets may also be paid through Destiny, the DMV’s system, and are transmitted nightly for update to the ticket processing system.
- d. Payments received by the Collections Contractor should be sent daily to the Lockbox Contractor for processing except credit card payments which can be made online by the Collections Contractor using the ticket processing system payment engine.

**C.2.2.4.2** For payments received by mail, data is captured for each payment and images are made of the associated documents for mailed payments. The data, images and an index file are sent to the Ticket Processing Contractor for update. Deposits to the District’s Bank of America accounts are made after balancing what will be updated to the ticket processing system. Deposits are delivered to the bank each day by 5:00 pm and transmission of data and images to the ticket processing system by 7:00 pm for their nightly update.

**C.2.2.5 Secondary Collections**

**C.2.2.5.1 Delinquent Collections**

A weekly interface from the ticket processing system to the Collections Contractor transmits ticket data for all tickets that qualify to be assigned for delinquent collections actions. A nightly file transfer from the Ticket Processing Contractor to the Collections Contractor includes any updates to previously assigned tickets. Tickets are eligible for assignment based on business rules determined by DMV. The current rules that govern assignment eligibility are listed in Section C.3.4.1.

**C.2.2.5.2 Delinquent Collections Volume**

**C.2.2.5.2.1** The volume of delinquent collections and their respective dollar value for the 23 month period beginning in April of 2008 and ending February 2010 were as follows:

<b>Month</b>	<b>Number of Tickets Assigned</b>	<b>Dollar Value of Assigned Tickets</b>	<b>Fee-able Revenue Collected</b>
April 2008	28,827	\$3,086,701	\$1,175,652
May 2008	19,514	\$2,128,630	\$1,038,848
June 2008	24,366	\$2,616,644	\$868,381
July 2008	31,777	\$3,447,850	\$750,294
August 2008	36,022	\$3,745,109	\$792,565
September 2008	27,594	\$2,974,400	\$987,117
October 2008	32,866	\$3,600,767	\$1,185,715
November 2008	26,629	\$2,963,143	\$871,285

Month	Number of Tickets Assigned	Dollar Value of Assigned Tickets	Fee-able Revenue Collected
December 2008	35,596	\$3,951,777	\$954,580
January 2009	29,052	\$3,275,931	\$1,016,592
February 2009	33,750	\$3,663,339	\$1,458,123
March 2009	29,157	\$3,154,225	\$1,490,376
April 2009	44,862	\$4,640,409	\$1,207,860
May 2009	30,975	\$3,189,487	\$1,170,998
June 2009	27,444	\$3,055,787	\$1,269,216
July 2009	38,670	\$4,324,099	\$1,351,010
August 2009	30,123	\$3,371,929	\$1,387,596
September 2009	23,445	\$2,698,439	\$1,321,168
October 2009	42,713	\$4,793,374	\$1,335,228
November 2009	33,108	\$3,712,986	\$1,203,500
December 2009	40,547	\$4,608,179	\$1,238,442
January 2010	39,916	\$4,623,876	\$1,374,498
February 2010	13,927	\$3,084,916	\$1,792,892
<b>Total</b>	<b>720,880</b>	<b>\$80,711.97</b>	<b>\$27,241,936</b>

**C.2.2.5.2.1.1** A detailed monthly summary of the tickets assigned, dollar value of tickets assigned and the fee-able amount collected follows:

Violation	April 2008		May 2008		June 2008		July 2008	
	Tickets Assigned	Dollar Value of Assigned	Tickets Assigned	Dollar Value of Assigned	Tickets Assigned	Dollar Value of Assigned	Tickets Assigned	Dollar Value of Assigned
Moving Violations	1,628	\$255,811	1,263	\$ 185,497	1,468	\$ 212,468	2,277	\$322,849
Parking Violations	20,194	\$1,899,320	14,202	\$1,409,403	17,366	\$1,675,845	21,707	\$2,102,621
Photo Enforced	7,005	\$931,570	4,049	\$ 533,730	5,532	\$ 728,331	7,793	\$1,022,380
Totals	28,827	\$3,086,701	19,514	\$2,128,630	24,366	\$2,616,644	31,777	\$3,447,850
<b>Fee-able Revenue Collected</b>	<b>\$1,175,652</b>		<b>\$1,038,848</b>		<b>\$868,381</b>		<b>\$750,294</b>	

	<b>August 2008</b>		<b>September 2008</b>		<b>October 2008</b>		<b>November 2008</b>	
Violation	Tickets Assigned	Dollar Value of Assigned	Tickets Assigned	Dollar Value of Assigned	Tickets Assigned	Dollar Value of Assigned	Tickets Assigned	Dollar Value of Assigned
Moving Violations	1,844	\$245,584	1,704	\$250,796	2,499	\$395,742	2,170	\$322,241
Parking Violations	25,655	\$2,517,800	19,033	\$1,820,704	21,667	\$2,064,525	17,472	\$1,716,115
Photo Enforced	7,523	\$981,725	6,857	\$902,900	8,700	\$1,140,500	6,987	\$924,787
Totals	36,022	\$3,745,109	27,594	\$2,974,400	32,866	\$3,600,767	26,629	\$2,963,143
<b>Fee-able Revenue Collected</b>	<b>\$792,565</b>		<b>\$987,117</b>		<b>\$1,185,715</b>		<b>\$871,285</b>	

	<b>December 2008</b>		<b>January 2009</b>		<b>February 2009</b>		<b>March 2009</b>	
Violation	Tickets Assigned	Dollar Value of Assigned	Tickets Assigned	Dollar Value of Assigned	Tickets Assigned	Dollar Value of Assigned	Tickets Assigned	Dollar Value of Assigned
Moving Violations	3,152	\$491,097	3,998	\$613,757	3,707	\$561,929	1,852	\$329,599
Parking Violations	22,756	\$2,196,527	17,165	\$1,639,816	20,624	\$1,926,413	19,822	\$1,861,573
Photo Enforced	9,688	\$1,264,153	7,889	\$1,022,358	9,419	\$1,174,997	7,483	\$963,053
Totals	35,596	\$3,951,777	29,052	\$3,275,931	33,750	\$3,663,339	29,157	\$3,154,225
<b>Fee-able Revenue Collected</b>	<b>\$954,580</b>		<b>\$1,016,592</b>		<b>\$1,458,123</b>		<b>\$1,490,376</b>	

	<b>April 2009</b>		<b>May 2009</b>		<b>June 2009</b>		<b>July 2009</b>	
Violation	Tickets Assigned	Dollar Value of Assigned						
Moving Violations	2,875	\$ 474,039	1,907	\$ 320,392	1,906	\$ 316,359	2,747	\$ 442,231
Parking Violations	32,521	\$2,938,008	20,739	\$1,755,085	16,341	\$1,473,895	22,623	\$2,067,691
Photo Enforced	9,466	\$1,228,362	8,329	\$1,114,910	9,197	\$1,265,533	13,300	\$1,814,177
Totals	44,862	\$4,640,409	30,975	\$3,189,487	27,444	\$3,055,787	38,670	\$4,324,099
<b>Fee-able Revenue Collected</b>	<b>\$1,207,860</b>		<b>\$1,170,998</b>		<b>\$1,269,216</b>		<b>\$1,351,010</b>	

	<b>August 2009</b>		<b>September 2009</b>		<b>October 2009</b>		<b>November 2009</b>	
Violation	Tickets Assigned	Dollar Value of Assigned	Tickets Assigned	Dollar Value of Assigned	Tickets Assigned	Dollar Value of Assigned	Tickets Assigned	Dollar Value of Assigned
Moving Violations	1,869	\$ 319,995	2,034	\$ 325,905	2,859	\$ 486,480	2,258	\$ 400,148
Parking Violations	18,726	\$1,762,649	12,212	\$1,161,621	24,853	\$2,350,438	19,881	\$1,911,714
Photo Enforced	9,528	\$1,289,285	9,199	\$1,210,913	15,001	\$1,956,456	10,969	\$1,401,125
Totals	30,123	\$3,371,929	23,445	\$2,698,439	42,713	\$4,793,374	33,108	\$3,712,986
<b>Fee-able Revenue Collected</b>	<b>\$1,387,596</b>		<b>\$1,321,168</b>		<b>\$1,335,228</b>		<b>\$1,203,500</b>	

	<b>December 2009</b>		<b>January 2010</b>		<b>February 2010</b>	
Violation	Tickets Assigned	Dollar Value of Assigned	Tickets Assigned	Dollar Value of Assigned	Tickets Assigned	Dollar Value of Assigned
Moving Violations	3,254	\$ 527,145	2,334	\$ 387,197	1,849	\$ 310,379
Parking Violations	23,860	\$2,288,040	20,468	\$1,957,375	21,438	\$ 925,842
Photo Enforced	13,433	\$1,792,994	17,114	\$2,279,305	13,927	\$1,848,695
Totals	40,547	\$4,608,179	39,916	\$4,623,876	37,214	\$3,084,916
<b>Fee-able Revenue Collected</b>	<b>\$1,238,442</b>		<b>\$1,374,498</b>		<b>\$1,792,892</b>	

**C.2.2.5.2.2** In September, 2007, the District assigned to the current collections vendor an aged receivables population with a dollar value of \$194,141,590. The oldest tickets in this population dated from January, 1999. Through February, 2010, 7.7% of that population had been collected on a fee-able basis. The residual uncollected portion of that population will be re-assigned to the new vendor. Commencing in September, 2007, the District assigned new receivables on a weekly basis, with a dollar value through February, 2010 of \$106,086,729. Of that cumulative population, 20.5% has been collected on a fee-able basis, and 18.9% has been collected to date for tickets assigned in 2009. The residual uncollected portion of the new receivables population will be re-assigned to the Collections Contractor.

**C.2.2.5.3** Collection notices remitted with payment are addressed to the Lockbox Contractor’s post office box. The Collections Contractor is responsible for paying the Lockbox Contractor a per-item fee for handling the Collection contractor’s payments, which includes collecting the payments from a PO Box, sorting and prepping the payments, forwarding any correspondence to the Collections Contractor for handling, capturing payment information from the scan line on the collections notices, endorsing the back of

the payment documents with payment data, imaging the payment and payment documents, performing balancing and reconciliation, depositing the funds into the District’s account, and transmitting the payment data to the Collections Contractor by 7:00 pm EST each business day. Lockbox payment fees are incorporated into the current Collections Contractor’s overall price.

**C.2.2.5.3.1** The Collections Contractor reimburses the District for credit card fees associated with the processing of credit card payments. Internet and phone payments are handled through the Ticket Processing Contractor’s portals accessed via the DMV website and call center. If a customer elects to pay a ticket or tickets while on the phone with the collection Contractor’s customer service representative, the Collection Contractor assists the customer in entering the payment to the DMV web or phone portals.

**C.2.2.5.3.2** The Ticket Processing Contractor identifies collection payments based on the assignment code that is added to the ticket record when the ticket is assigned to collections. A nightly file transfer from the Ticket Processing Contractor to the Collections Contractor includes any updates to previously assigned tickets, including payments.

**C.2.2.5.3.3** The contract that will be consummated pursuant to this solicitation will contain a number of fee exclusions; these are listed in Section G.4.2. These exclusions will apply due to the fact that circumstances other than the efforts of the Contractor may have resulted in the payment. For example, a vehicle that is immobilized by the District will likely result in payment by the customer in order to retrieve the vehicle. The fact that the Contractor may have performed activity on that account did not necessarily result in the payment. On each monthly invoice, the Contractor shall provide a separate accounting of fines and penalties that were collected on tickets that are not fee-able.

**C.2.2.5.3.4** The Collections Contractor responds to customer inquiries made by phone and mail. The number of inquiries received for the period from March, 2009 through February, 2010 is as follows:

<b>Method of Inquiry</b>	<b>Average Monthly Volume</b>	<b>Annual Volume</b>
Incoming Calls	5,200	62,409
Incoming Correspondence	448	5,375

**C.2.2.5.3.5** If a citizen pays a ticket prior to any action taken by the collections Contractor, the collections Contractor is not due a fee. To ensure all invoiced fees are justifiable, the collections Contractor shall provide a report with each invoice that indicates all collections taken for each fee comprising the invoice including but not limited to the ticket number, type of action taken, and date.

**C.2.3 OBJECTIVE**

The District requires this contract in order to collect on ticket receivables that were not initially collected in the ticket processing contract. Collection of these receivables not only increases revenue to the District but communicates to the public that traffic and parking regulations will be enforced.

**C.2.4 CURRENT CONTRACTUAL ARRANGEMENT**

DMV currently contracts for a combined scope of work including Lockbox Services and Delinquent Collections Services. These two functions are being separated into two procurements, one for lockbox services and one for delinquent collections.

**C.3 REQUIREMENTS****C.3.1 PROVIDE A FACILITY**

The Contractor shall provide a facility to perform the required services. The Contractor's facility shall include all equipment, communications and resources necessary to perform the required services. The Contractor shall make available its facilities including its information system for audit or inspection by the District at any time.

**C.3.1.1 Facility Description**

The Contractor shall provide a facility description including the location and address of the facility, photographs and layouts of the proposed facility identifying the office space and the call center.

**C.3.1.1.1** The Contractor's facility description shall, as applicable, include a detailed discussion of any renovations required to an existing facility or a new build-out is required to meet the facility requirements. The Contractor shall ensure that the required renovations or build out are included in the Contractor's Implementation Schedule (C.12.4.3)

**C.3.1.1.2** The Contractor's facility description shall include a description of the security features that prevent unauthorized access and that maintain control over data and documents related to delinquent collections processing.

**C.3.1.2 Disaster Recovery Plan**

The Contractor shall develop and provide a Disaster Recovery Plan to include the necessary actions and timeline to ensure that operations continue and data integrity is maintained during emergency situations.

**C.3.2 PROVIDE STAFF MANAGEMENT SUPERVISION AND ORGANIZATION**

The Contractor shall provide staff, management, and supervision necessary to successfully complete the required services. The Contractor shall ensure that all staff to

contribute to the required services including customer service staff has demonstrated experience working in a primary or secondary collections environment. The Contractor shall provide at a minimum the following:

**C.3.2.1 Key Staff**

The Contractor shall provide key staff including an Operations Director, Project Director, Customer Service Manager, and Technology Manager or Database Manager, which ever is responsible for the oversight of the database activities that relate to the performance of the required services.

**C.3.2.2 Other Staff**

The Contractor shall provide additional staff including managers and supervisors necessary to successfully accomplish the required services.

**C.3.2.3 Background Checks**

The Contractor shall ensure that a criminal and financial background check is conducted for all staff to perform or support the required services. The background check shall include a criminal background check, a financial background check and drug screening, to identify any person who has been or subsequently becomes convicted of any criminal offense involving dishonesty or breach of trust. The Contractor shall not employ staff to work in the Contractor's facility without written approval by the Contracting Officer

**C.3.2.3.1** The Contractor shall provide background checks for all staff to perform or support the required services at contract award, prior to employment for all new hires, and annually for all staff thereafter.

**C.3.2.3.2** The Contractor shall provide a certification at contract award and annually thereafter attesting to the fact that background checks have been completed with no felonies identified.

**C.3.2.4 Staffing Plan**

The Contractor shall develop and provide a staffing plan to perform the required services. The Contractor's staffing plan shall provide or address at a minimum the following:

- a. The titles/positions for all staff to provide or support the delivery of the required services;
- b. The percentage of time each titles/positions for all staff shall spend in the delivery of the required services;
- c. Explanation of the Contractor's rationale that the staffing plan is adequate to successfully achieve the required services including at a minimum the anticipated volume of tickets to be assigned, anticipated volume of customer service inquiries, and potential spikes in tickets assigned or customer service inquires;

- d. Explanation of the Contractor's rationale that the staffing plan addresses monitoring and quality control issues associated with the delivery of the required services;

### **C.3.2.5 Organization Chart**

**C.3.2.5.1** The Contractor shall develop and provide an organization chart to correlate to the proposed staffing model and provide the lines of responsibility and accountability within the Contractor's organization.

**C.3.2.5.2** The Contractor shall provide updates of the organization chart to the COTR whenever the adopted staffing model changes.

### **C.3.2.6 Position Descriptions**

The Contractor shall develop and provide a position description for the staff positions identified in the Contractor's Staffing plan and Organization Chart. The position descriptions shall include at a minimum the minimum education requirements, experience requirements, responsibilities, supervisor, performance measures for evaluations and reviews

### **C.3.2.7 Staff Training and Development**

The Contractor shall conduct staff training and development to ensure that staff performing the required services is knowledgeable of the applicable operations of the Contractor's collection program. The Contractor shall at a minimum provide the following:

- C.3.2.7.1.1** The Contractor shall develop and provide a Training Plan to include a detailed description of the training methodology and proposed schedule for acclimating current staff and new staff about the required services. The Contractor's Training Plan shall include or address at a minimum the following:
- a. DMV Web Site (Applicable Document #6) information applicable to tickets and collections;
  - b. Fair Credit Reporting Act (Applicable Document #2);
  - c. Driver Privacy Protection Act (Applicable Document #1);
  - d. Identification of all users of the system including Contractor staff responsible for performing daily functions related to the required services;
  - e. Overview of the Contractor's operations including the approved collection strategy and any accompanying policies and procedures including process flow diagrams;
  - f. A workflow of the Contractor's system functionality;
  - g. Contractor's security measures;
  - h. Description and discussion of all required forms and reports;
  - i. Customer service performance measures and customer disputes including call scripts and dispute guidelines (Attachment J.11);

- j. Testing and evaluation tool to measure the staff's proficiency on training; and
- k. Periodic updated training to incorporate revised procedures and areas to be improved as a result of the Contractor's quality assurance program (C.3.11)

- C.3.2.7.1.2** The Contractor shall develop and submit all training and call scripts for the review and approval of the COTR within thirty (30) days of contract award.
- C.3.2.7.1.3** The Contractor shall provide the COTR evidence that each staff member has successfully completed training in a satisfactory manner within one week of the training. The Contractor shall ensure that staff members who have not demonstrated their proficiency in the training material shall not be allowed to work on the project.
- C.3.2.7.1.4** The Contractor shall ensure that the Contractor's staff attend training and successfully pass test to be provided by the COTR or designee regarding the DMV's guidelines for handling common customer disputes (Attachment J.11).
- C.3.3** **PROVIDE PHYSICAL AND SYSTEMS SECURITY**
- C.3.3.1** The Contractor shall develop and provide physical and systems security including the steps and controls to be taken to prevent and minimize instances of theft and embezzlement and identity theft.
- C.3.3.2** The Contractor shall report any incidences of theft including but not limited to diversion of receipts to non-approved accounts, or unauthorized alteration or deletion of data to the COTR via phone and e-mail within one (1) hour of the incident. The Contractor shall include the nature of the occurrence, steps being taken to investigate, and steps that have been taken to prevent future reoccurrence of the incident..
- C.3.3.3** The Contractor shall assume fiduciary liability for all lost revenue and responsibility for correction of any altered or deleted data. In addition to liability for lost revenue, the Contractor shall credit the District for any expended staff time devoted to the theft or alteration, at the rate of \$75 per hour for any employee assigned to investigate and to verify correction.
- C.3.3.4** The Contractor shall respect and warrant the privacy of driver personal data. An official authorized to bind the Contractor shall be required to sign an agreement to abide by the terms of the Driver Privacy Protection Act (Applicable Document #1).
- C.3.3.5** The Contractor shall provide records, information, materials and data relating to the performance of the required services within two (2) business days of the COTR's request.

**C.3.4 RECEIVE ASSIGNMENT OF DELINQUENT TICKETS FOR COLLECTIONS ACTIONS****C.3.4.1 Weekly Assignment File**

The Contractor shall receive a weekly assignment file in an industry standard format. The Contractor shall provide a standard file processing and acceptance protocols to be used to interface with the Ticket Processing Contractor that includes all parking, moving and photo enforcement tickets that have met the assignment criteria since the last weekly file. The Contractor shall be assigned delinquent tickets for action in accordance with the following current ticket assignment criteria and rules:

- a. The ticket must be open and not currently suspended;
- b. Do not assign to collections if the tag is registered to a diplomat or DC agency (in accordance with current logic in the ticket system) or to a vehicle registered in the DMV Fleet Vehicle Adjudication Program or Rental Vehicle Adjudication Program or Government Adjudication Program;
- c. Do not assign to collections if a ticket is enrolled in an Installment Payment Plan. If an enrolled ticket is not fully satisfied by the termination date of the Installment Payment Plan, the ticket shall be eligible for the next sequential notice;
- d. If a name and address has not been posted to the ticket system, a ticket shall not be eligible for assignment;
- e. Timing of the assignment of photo enforcement tickets shall originate from the notice mail date and not the camera image date. Photo enforcement tickets that have been successfully transferred to the driver should be assigned based on the initial driver notice mail date (the re-issued ticket) and not from the owner notice;
- f. A ticket being ANSWERED is defined as payment of at least the fine amount or a request for adjudication by day 60. A request for adjudication is shown on TIMS by the ticket:
  1. being suspended, or
  2. having outgoing correspondence posted, or
  3. having a disposition other than deemed liable posted.
- g. If a customer answers within the 60 day answer period or within 60 days of a deemed liable disposition, the ticket cannot be assigned to collections until a decision letter is mailed;
- h. A decision letter must be generated for any ticket adjudicated through workflow;
- i. If the ticket was NOT answered by day 60, and received a notice by day 50 (regardless of nixie status), and was deemed liable, assign the ticket 64 days after the deemed liable date;
- j. If at least the fine amount was paid by day 60 and the ticket did NOT have a request for adjudication by day 60, assign the ticket 64 days after the payment date; and
- k. If the ticket has a liable disposition entered by a hearing examiner, assign the ticket 64 days after the liable disposition date

**C.3.4.1.1** Except as otherwise provided in Section C.3.4.1, all ticket assignments shall be for the term of the contract, so as to enable consolidation of older delinquent tickets with newer

delinquent tickets on the same notice. No ticket assignment shall extend beyond the contract termination date.

- C.3.4.1.2** The District reserves the right to define the collectible population. For example, the District may elect to write off debt that has aged beyond a certain period of time, or define certain ticket categories that are deemed uncollectible. In that event, the Contractor shall be notified in writing to de-assign the affected ticket population. The Contractor shall de-assign the population and provide proof of the de-assignment to the COTR within two weeks of written notification.
- C.3.4.1.2.1** The Contractor shall provide the support including the mailing of Notices and address customer inquiries that result from the District's decision to implement an amnesty program offering customers with aged tickets an incentive to pay. The District will notify the Contractor in writing of the statute provisions related to the amnesty program.
- C.3.4.1.3** The Contractor shall assume all costs associated with the collection activities required to perform the required services including any interchange fees and other merchant charges associated with credit card usage and any lockbox fees charged by the District's Lockbox Contractor for processing collection Notices with mail payments.
- C.3.4.1.3.1** The Contractor shall determine on a quarterly basis the merchant charges associated with credit card payments made in person, by internet or by phone, and mail a check payable to the D.C. Treasurer with a copy to the COTR or designee, accompanied by the calculations that derived the check amount.
- C.3.5 DEVELOP AND FOLLOW AN APPROVED COLLECTIONS STRATEGY**
- C.3.5.1 Collection Strategy**
- C.3.5.1.1** The Contractor shall collect on tickets assigned by developing, implementing, and utilizing a collection strategy. The Contractor's collection strategy shall be submitted for the review and approval of the COTR and include or addresses at a minimum the following:
- a. Performing an analysis of the assigned ticket population to target the frequency and message of collection tools;
  - b. Determining the appropriate application of a predetermined set of collection techniques to each target group;
  - c. Performing all work in accordance with the Federal Fair Debt Collection Practices Act (Applicable Document #3), Fair Credit Reporting Act (Applicable Document #2) and any statutes or regulations of the jurisdiction in which the Contractor is located; and
  - d. Devising and employing industry-standard collection techniques such as notice series, personalized correspondence, skip tracing techniques, telephone messages, personal calls, address correction, and referral of delinquent accounts to national credit reporting agencies.

**C.3.5.2 Notices**

**C.3.5.2.1** The Contractor shall develop and provide an automated notice schedule to ensure the consolidation of all assigned tickets that pertain to one plate/vehicle owner.

**C.3.5.2.1.1** If the daily file from the Lockbox Contractor to the District's Ticket Processing Contractor cannot correctly attribute a notice to multiple tickets listed thereon, notices shall be limited to one ticket that is clearly identified on the scan line. The scan line, listing machine readable numbers that identify the notice number and dollar amount, appears at the bottom of each notice.

**C.3.5.2.1.2** The Contractor shall issue Notices that consolidate tickets, provided that tickets not specifically listed on the scan line must be listed on the reverse of the notice with clear language advising that these are also outstanding and may be paid at the option of the customer.

**C.3.5.2.1.3** If tickets are consolidated, the Contractor shall ensure that the Lockbox Contractor has an agreed means of matching the payment amount to the associated tickets for transmission to the collections and/or ticket processing databases for update.

**C.3.5.2.2 Credit Bureau Notices**

**C.3.5.2.2.1** The Contractor shall issue via US mail notices at least 30 days prior to the referral of an assigned ticket to a credit bureau specifically stating the intent to refer.

**C.3.5.2.2.2** A ticket shall not be eligible for referral to a credit bureau after assignment if the total dollar amount owed on a vehicle plate or on a driver license record is less than \$75. No ticket shall be referred to a credit bureau that was issued prior to July 1, 2007.

**C.3.5.2.2.3** With respect to any account listed with a credit bureau that is subsequently paid in full, the Contractor shall ensure that the account record is fully expunged. This means that all customer data reported shall be promptly deleted, so that a record of the debt no longer appears on the customer's credit report. The Contractor is required to routinely monitor credit bureau account reports in order to verify that de-listings are occurring in a timely manner, and report to the COTR monthly which ticket accounts were sampled and verified to be de-listed.

**C.3.5.2.3** The Contractor shall submit drafts of Notices to the COTR or designee for approval prior to mailing.

**C.3.5.2.4** The Contractor shall ensure that the mailing of Notices expected to derive a large volume of calls or correspondence shall be mailed incrementally to prevent spikes in correspondence associated with the Notices.

**C.3.5.2.5** The Contractor shall capture statistical data relative to mailed notices, including number mailed by notice number or type, reflected on monthly transaction summary reports.

**C.3.5.3 Installment Payment Plan**

The Contractor shall develop and propose a strategy and work plan to implement an installment payment plan permitting customers to pay an agreed dollar amount on a scheduled basis on the total balance due. The Contractor's installment payment plan shall include a standard agreement. The Contractor's installment payment plan shall include the suspension of collection activity including notices to credit bureaus for participating customers as long as the customer maintains the payment terms contained in the installment payment plan standard agreement. The Contractor's standard agreement shall include a prominent statement that the District, the DC Department of Motor Vehicles, or the Metropolitan Police Department is not a party to the installment payment plan agreement. The District shall not be involved in authorization, establishment or maintenance of these plans and any customer service or payment issues raised by customers shall be handled by the Contractor. The Contractor will receive payment derived from installment plan payments on a contingency fee basis in accordance with payment provisions described in Section G.4.

**C.3.5.4** During the term of the contract to result from this solicitation, the District may adopt legislation that would permit the addition of collection costs to the outstanding ticket balance. The collection costs would likely be equivalent to the contingency fee that is payable to the Contractor under the contract. In the event of such legislation the Contractor shall add the collection costs to any ticket that is assigned to secondary collections and shall not be eligible for a contingency fee on the amount of the collection costs.

**C.3.6 POST-ASSIGNMENT FILE TRANSFERS AND PAYMENT PROCESSING**

**C.3.6.1 Nightly File**

The Contractor shall receive a nightly file from the Ticket Processing Contractor listing status changes on assigned tickets, including but not limited to

- a. Payment;
- b. Hearing request;
- c. Temporary suspend of collection activity due to court action on a bankruptcy petition;
- d. Enrollment in an installment payment plan or other reason; and
- e. Vehicle immobilization.

**C.3.6.1.1** The Contractor shall post status changes identified on the nightly file to its collection database. The current collectable status of any ticket shall determine which payments are eligible for a contingency fee, which shall be excluded from a contingency fee and which should be temporarily suspended from further collection activity pending results of a hearing or other action.

**C.3.6.1.2** The Contractor shall ensure each transmission includes handshake protocols and documentation that shall validate the next morning that the transaction was successfully transmitted and when it was transmitted.

**C.3.6.1.3** The Contractor shall ensure that the District's lockbox vendor is able to capture the ticket number(s) associated with notice payments. A payment that does not match the dollar amount on the notice scan line will reject in processing. The Contractor shall propose the methodology by which payments will be matched to tickets and this information conveyed to the Lockbox Contractor. So as to not delay the daily deposit, the match process is time critical. At the end of each lockbox processing day, the Contractor shall receive an electronic file from the lockbox vendor listing the tickets and associated dollar amounts that were credited with notice payments. The file protocol shall be agreed by the two parties.

**C.3.6.1.4** Payments to the DMV web and phone portals will be processed by a credit card payment processor retained by the ticket processing vendor. Payments using these portals will be reported to the collections Contractor in a nightly file, using a file protocol to be agreed between the two parties. Payments made in person at a DMV facility are reported in near-real time by the DMV system to the ticket processing vendor. The Ticket Processing Contractor will transmit records of these payments to the Contractor as part of its nightly file.

### **C.3.7 INCOMING CORRESPONDENCE AND CUSTOMER DISPUTE RESOLUTION**

#### **C.3.7.1 Provide Reply to Incoming Correspondence**

The Contractor shall reply to all incoming correspondence within two working days from the date of receipt. The Contractor shall ensure that replies shall be in the form of a fulfillment of the request, such as a copy of a ticket or copy of a previously mailed notice, or an acknowledgement of receipt if the request relates to a customer dispute and requires further research.

#### **C.3.7.2 Validation of Debts**

**C.3.7.2.1** The Contractor shall apply guidelines developed by DMV entitled Guidelines for Handling Common Customer Disputes (Attachment J.11) to determine the correct validation response. In addition, the Contractor shall comply with the provisions of the Fair Debt Collection Practices Act (Applicable Document #3) relative to the validation of debts. The Contractor shall ensure that written notices sent to the customer pursuant to §809 of the Fair Debt Collection Practices Act advise of the receipt of communication relative to an assigned account and disclose the required information. If the customer subsequently disputes the debt in writing within a thirty day period from the mail date of the debt validation notification, or requests the name and address of the original creditor, the Contractor shall suspend collection of the debt until verification of the debt or name and address of the original creditor is mailed to the customer.

**C.3.7.2.2** If the customer is requesting a copy of the ticket or ticket data that is contained on the ticket detail screen, the Contractor shall request these documents from the District's lockbox vendor at a per-search fee to be negotiated by the two parties. If during the contract term direct access is permitted to the ticket processing system, the Contractor should be able to print these documents without assistance. The Contractor shall

respond to all customer disputes in writing, with a determination, within thirty days of the receipt date.

**C.3.7.2.3** Certain disputes, such as bankruptcy claims and deceased claims, shall be forwarded to DMV for an adjudication decision. The Contractor shall send these claims to the COTR or designee on a weekly basis, accompanied by a table listing the account number, ticket number, and customer name. The Contractor shall handle disputes in accordance with the DMV Guidelines for Handling Common Customer Disputes (Attachment J.11) in addition to the Contractor's knowledge base.

**C.3.7.2.4** The Contractor shall be expected to search the daily status change file from the Ticket Processing Contractor on a daily basis to determine changes in account status that may apply to outstanding customer disputes. For example, a death certificate for a deceased driver may have been forwarded to DMV for resolution, and a subsequent hearing decision may have resulted in dismissal of associated tickets.

### **C.3.8 TELEPHONE COMMUNICATIONS**

The Contractor shall provide telephone communications in accordance with the provisions of the Fair Debt Collection Practices Act (Applicable Document #3). The Contractor shall provide at a minimum the following:

#### **C.3.8.1 Call Center**

The Contractor shall ensure that responses to incoming phone calls are polite and professional, and that the customer receives satisfactory information to address the nature of the inquiry. The Contractor shall provide at a minimum the following:

**C.3.8.1.1** The Contractor shall train provide trained call center staff. The Contractor shall ensure that call center staff possess experience and expertise in call center telephone skill standards, communication skills, dealing with upset customers, and effective listening skills. The Contractor shall also ensure call center staff are provided training in both general and specific information concerning collection activities, ticket status, and payment options.

**C.3.8.1.2** The Contractor shall develop and provide the Contractor's call center training scripts for the approval of the COTR prior to implementation.

**C.3.8.1.2.1** The Contractor shall provide any modifications to training scripts for the review and approval of the COTR prior to implementation.

**C.3.8.1.3** The Contractor shall ensure the call center maintains the capacity to provide service in Spanish.

**C.3.8.2 IVR**

The Contractor shall provide an interactive voice response (IVR) system to handle incoming phone calls. The IVR shall include at a minimum information about paying a ticket, general information about collections, and other pre-recorded information.

**C.3.8.2.1** The Contractor shall develop and provide IVR scripts approved by the COTR prior to implementation of the system.

**C.3.8.2.2** The Contractor shall provide any modifications to the IVR scripts for the review and approval of the COTR prior to implementation.

**C.3.8.3 Abandoned Call Rate**

The Contractor shall maintain an abandoned call rate of not more than 3% per reporting month.

**C.3.8.4 Recording of Phone Calls**

The Contractor shall record all phone calls and maintain the recordings for a period of 90 days.

**C.3.8.4.1** The Contractor shall provide recordings within two working (2) days of the COTR's written request.

**C.3.8.5 Telephone Communication Audits**

The Contractor shall perform audits of incoming and outgoing calls on a monthly basis and compile the results on a standard form developed for this purpose. The Contractor shall include at a minimum eight random calls per month per call center staff performing the required call center service in the audit. The Contractor shall forward to the COTR or designee, on a monthly basis, a copy of all audits listing the call recording number. From these copies, the COTR or designee will request a select number of calls that he or she wishes to listen to. At present, the number is 24 calls monthly. The COTR or designee will review calls for professionalism and decorum, correct information, and satisfactory resolution of the customer's need.

**C.3.8.6 Telephone Communication Statistical Data**

**C.3.8.6.1** The Contractor shall capture statistical data monthly and displayed on charts relative to incoming and outgoing calls including at a minimum the following:

- a. Abandoned call rate;
- b. Average talk time
- c. Daily call volume by hour;

**C.3.8.7 Outgoing Calls**

Outgoing calls shall be limited to one per customer per week, where the customer communicates directly with a call agent.

**C.3.9 INFORMATION TECHNOLOGY SYSTEM**

**C.3.9.1** The Contractor shall provide an information technology system that allow for flexibility within the application for any future changes required by the District of Columbia. The Contractor's application shall follow the information technology architecture requirements described in Attachment J.10.

- a. File transfer layouts and protocol, and
- b. Testing Plan To include the tasks, resources, milestones and schedule for testing the integration of assignment files and associated fee criteria to the Contractor's database.
- c. Automated Interface Plan to include the scope, technologies, tools and methods for transmitting and receiving data.
- d. Systems staff responsible for administering the system. This documentation should include information on the system architecture, functions, database, installation, and any other tasks normally required of a system administrator.

**C.3.10 PRODUCE REPORTS AND DOCUMENTATION****C.3.10.1 Project Plan**

The Contractor shall develop and provide a project plan to include at a minimum a work breakdown structure to describe at a minimum the following:

- a. Major tasks;
- b. Deliverables;
- c. Schedule and milestones to complete tasks and deliverables;
- d. Responsible party and their roles and responsibilities in the completion of the required services;

**C.3.10.2 Monthly Reports****C.3.10.2.1 Monthly Assignment Summary**

The Contractor shall forward an electronic file to the COTR or designee monthly, providing summary totals of each assignment received from the ticket system in the previous month, including but not limited to assignment date, assignment number, ticket type, volume, and dollar value. It shall include the number rejected from the assignment file and the reason for rejection.

**C.3.10.2.2 Monthly Collections Report**

The Contractor shall provide the following monthly collections reports, to be submitted with the monthly invoice, in the format and transmission method determined by the COTR or designee.

- a. a fee analysis report in Microsoft Excel for the current month's payments that are included on the invoice, providing identifying details on all tickets for which a contingency fee was taken, including the last collection action and date, and detailing all fee exclusions with their accompanying reasons;
- b. a cumulative collection performance report by assignment month, with original dollars listed, original dollars collected, and percentage collected for time increments from one month to 24 months, and for over 24 months; and
- c. a detailed collections transaction summary report, including number of tickets assigned by ticket type, number of uncollectable tickets due to rejected elements from the assignment file, volumes of incoming and outgoing phone calls, average wait times for calls handled by a customer service representative, abandoned call rates, average call talk time, correspondence received, correspondence mailed, notices mailed by notice number or type, accounts referred for credit reporting, and accounts removed from credit bureaus.

**C.3.10.2.3 Telephone Communications Report**

The Contractor shall provide Telephone Communications Reports described in C.3.8.6.1.

**C.3.10.3 Quarterly Report**

Quarterly, the Contractor shall provide a narrative executive management report, summarizing work activities for the previous quarter, including an assessment of the effectiveness of collection tools and strategies utilized (with charts and/or graphs), and any recommendations for new strategies.

**C.3.10.4 Procedures Manual**

The Contractor shall develop and provide a Procedures manual to include at a minimum the following:

- a. Facility Description layout of the facility including security features
- b. Staff Management and Organization
  - i. Staffing Plan
  - ii. Key Staff and Other Staff
  - iii. Position descriptions,
  - iv. Organization Chart
  - v. Staff Training and Development
- c. Physical and Systems Security
- d. Receive Assignment of Delinquent Tickets for Collection Action

- e. Collection Strategies
- f. All notices and forms
- g. Flow charts describing the work performed,
- h. File Transfer and Payment Processing protocols
- i. Incoming Correspondence and Customer Dispute Resolution
- j. Telephone Communication
  - i. Call Center Scripts
  - ii. IVR Scripts
- k. Information Technology System - file transfer layouts and protocol, and computer screens copies of all statutes and regulations that shall govern collection activity,
- l. Reports and Documentation
- m. Quality Assurance
- n. Transition Plan
- o. Testing
- p. Turnover

### **C.3.10.5 Annual Audit**

The Contractor shall annually obtain a complete financial audit by a third party financial auditing firm, and a certified copy of the report shall be provided to the contract technical representative within 30 days of the report's filing. The Contractor shall be responsible for the cost of the audit; however, the audit firm shall be approved by the COTR. Contractor shall submit with their bid the proposed audit firm and their qualifications for and experience with performing this type of audit. The audit shall focus on the review of payment transactions performed for this contract, including eligibility for a contingency fee, completeness of data to support billing, and verification of billing accuracy. The audit shall also review the integrity of the nightly and weekly file transfer process, posting of ticket status data, and reimbursement to the District for credit card fees,

#### **C.3.10.5.1 Auditors. Documentation shall be maintained to facilitate the annual audits.**

### **C.3.11 QUALITY ASSURANCE**

The Contractor shall develop and provide a quality assurance program to ensure the accuracy and continued improvement of program operations. The Contractor's quality assurance program shall include or address at a minimum the following:

- a. focus on the quality of the documentation
- b. training and
- c. deliverables,
- d. management of the project schedule and the
- e. priority of updating ticket payment data and images and depositing funds by the required deadlines,
- f. level of success collecting delinquent accounts without creating instances of poor customer service.
- g. activities provide an ongoing assessment of these factors.

- h. evaluating progress against requirements and the review of deliverables. activities will interact closely with and support risk identification, on-going risk monitoring, and contingency planning. Quality assurance shall also ensure that the application allows for the future growth.

### **C.3.12 TRANSITION PLAN FROM CURRENT CONTRACTOR**

- C.3.12.1** Once the contract is awarded, a transition phase shall begin consisting of a series of meetings with the District's transition team, consisting of members of the using agencies (DMV and MPD) and Office of the Chief Financial Officer. The objectives of the design meetings are to:
- a. minimize risk
  - b. expedite implementation
  - c. educate the Contractor on the ticket program and its processes
  - d. establish a structure to ensure proper control in the transition and implementation of services
  - e. define and agree on operating procedures and instructions
  - f. develop testing and acceptance methodology for transition, in conjunction with the District's ticket system Contractor
  - g. define milestones and timetable
  - h. finalize reporting requirements and report delivery methods
  - i. staff to comprise transition team
- C.3.12.2** The Contractor shall provide, at least four weeks prior to the go-live date, a draft of their complete procedures manual describing exactly how each step of their process shall work. The manual shall contain the proposed collection strategies, all notices and forms, report formats, scripts, computer screens, copies of all statutes and regulations that will govern collection activity, flowcharts describing the work performed, job descriptions, file transfer layouts and protocol, and the layout of the facility including security features.
- C.3.12.3** The Contractor shall provide an implementation project plan, incorporating all of the aspects of the Request for Proposal, demonstrating their understanding and knowledge of the components of this contract. The project plan shall incorporate the stated timeline for transition, including facilities, staff, security, procedures manual and training materials, file transmission, and reporting. This is not an exhaustive list and the Contractor shall propose the level of detail in its project plan necessary to ensure that any required elements are addressed in a timely manner to ensure a smooth transition.
- C.3.12.4** The Contractor shall provide full cooperation in furnishing or making available to the District, whenever requested and in an expeditious manner, any records, information, materials and data relating to the performance of work under this contract. This shall include workplace access to observe work in progress.
- C.3.12.4.1** The project implementation plan including the testing plan and schedule shall not exceed three calendar months in duration.

**C.3.12.4.2** Complete financial audit by a third party financial auditing firm

**C.3.12.4.3** Implementation Project Plan to include a timeline for all transition activities

**C.3.13 TESTING**

The Contractor shall describe a comprehensive approach, method, and lifecycle to conduct testing. Testing shall not be limited to the executable system. Rather, testing should be built into all systems integration and test development life-cycle phases. Testing of interfaces and data exchanges should be coordinated with the systems in question.

**C.3.14 TURNOVER PLAN**

The Contractor shall develop and submit a Turnover Plan to be utilized in the event of contract expiration or termination of the contract resulting from the RFP. The Turnover Plan shall include at a minimum the requirements discussed in Section I.14 Continuity of Services. The Contractor shall include a review of all project related data and materials and include a disposition plan for the contract closeout no later than fourteen (14) days before the close-out of the contract,

**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 (SCP) for use with Supplies and Services Contracts, dated March 2007. (Attachment J.1)

**SECTION E**  
**INSPECTION AND ACCEPTANCE**

**E.1 INSPECTION AND ACCEPTANCE**

The inspection and acceptance requirements for this contract shall be governed by clause number six (6), Inspection of Services of the Government of the District of Columbia's SCP for use with Supplies and Services Contracts, dated March 2007. (Attachment J.1)

**E.2 INSPECT AND TEST**

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

**E.3 INSPECTION FAILURE**

If any of the services do not conform to the contract requirements, the District of Columbia may require the Contractor to perform these services again in conformity with contract requirements, at no increase in contract amount.

**E.4 DEFECTS**

When the defects in services cannot be corrected by performance, the District of Columbia may require the Contractor to take necessary action to ensure that future performance conforms to contract requirements at no cost to the District of Columbia.

**E.5 FAILURE TO COMPLY**

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

**SECTION F  
PERIOD OF PERFORMANCE AND DELIVERABLES**

**F.1 TERM OF CONTRACT**

The term of the contract shall be for a period of two years 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 three, 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 the 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 (5) years.

**F.3 DELIVERABLES**

The Contractor shall perform the activities required to successfully complete the District’s requirements and provide five (5) hard copies and one (1) electronic copy on CD of the deliverables listed below to the COTR identified in section G.9 in accordance with the due dates described in the table below:

No.	Deliverable	Due Date
1	Facility Description (C.3.1.1)	Within 1 month from date of award
2	Disaster Recovery Plan (C.3.1.2)	Within 1 month from date of award
3	Background Checks (C.3.2.3.1)	Date of Award; Prior to New Hires; Annually
4	Background Check Certifications(C.3.2.3.2)	Date of Award; Annually thereafter

No.	Deliverable	Due Date
5	Staffing Plan (C.3.2.4)	Within 1 month from date of award
6	Organization Chart (C.3.2.5.1)	Within 1 month from date of award
7	Organization Chart Updates (C.3.2.5.2)	Within two working days model changed
8	Position Descriptions (C.3.2.6)	Within 1 month from date of award
9	Training Plan (C.3.2.7.1.1)	Within 1 month from date of award
10	Training Scripts (C.3.2.7.1.2)	Within 1 month from date of award
11	Training Completion Certification (C.3.2.7.1.3)	Within one week of the training completed.
12	Physical and Systems Security(C.3.3.1)	Within 1 month from date of award
13	Breach in Security (C.3.3.2)	Immediately
14	Information, material, and Data (C.3.3.5)	Within 2 days of request
15	Merchant Credit Card Charges (C.3.4.1.3.1)	Quarterly
16	Collection Strategy (C.3.5.1)	Within 1 month from date of award
17	Credit Bureau De-listings (C.3.5.2.2.3)	Monthly
18	Notices (C.3.5.2.3)	Prior to mailing
19	Installment Payment Plan (C.3.5.3)	Within 1 month from date of award
20	Claims (C.3.7.2.3)	Weekly
21	Call Center Training Script (C.3.8.1.2)	Within 1 month from date of award
22	Call Center Training Script Modifications (C.3.8.1.2.1)	Prior to implementation
23	IVR Scripts (C.3.8.2.1)	Within 1 month from date of award
24	IVR Scripts Modifications (C.3.8.2.2)	Prior to implementation
25	Call recordings (C.3.8.4.1)	Within two business days of request
26	Telephone Communication Audits (C.3.8.5)	Monthly
27	Telephone Communication Statistical Data (C.3.8.6.1)	Monthly
28	Project Plan (C.3.10.1)	Within 1 month from date of award

No.	Deliverable	Due Date
29	Monthly Assignment Summary Report (C.3.10.2.1)	Monthly
30	Monthly Collections Reports (C.3.10.2.2)	Monthly
31	Executive Report C.3.10.3)	Quarterly
32	Complete financial audit by a third party financial auditing firm (C.3.10.5)	Within 30 days of the annual audit
33	Quality Assurance Plan (C.3.11)	Within 1 month from date of award
34	Transition Plan (C.3.12)	Within 1 month from date of award
35	Procedures Manual (C.3.10.5)	Within 1 month from date of award
36	Implementation Project Plan C.3.12.3	Within 10 days from date of award
37	Turnover Plan (C.3.14)	

**F.3.3**

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 Hires Requirements and First Source Employment Agreement. If the Contractor does not submit the report as part of the deliverables, final payment to the Contractor shall not be paid pursuant to section G.3.2.

**SECTION G**  
**CONTRACT ADMINISTRATION**

**G.1 INVOICE PAYMENT**

**G.1.1** The District will make payments to the Contractor, upon the submission of proper invoices, at the prices stipulated in this contract, for supplies delivered and accepted or services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.

**G.1.2** The District will pay the Contractor on or before the 30<sup>th</sup> day after receiving a proper invoice from the Contractor.

**G.2 INVOICE SUBMITTAL**

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

Accounts Payable Unit  
ATTN: Sheila Wallace  
Department of Public Works  
2000 14th St. NW  
Sixth floor  
Washington, D.C. 20009

A duplicate signed copy shall be mailed to the Contracting Officer's Technical Representative (COTR) specified in G.7 below. This duplicate copy shall be accompanied by a CD with the required monthly reports.

A second duplicate copy shall be e-mailed to the following address, including the summary tables of revenue received and billable fees, by ticket type and collection method:

Lisa Sutter  
Program Manager, Automated Traffic Enforcement  
Homeland Security Bureau  
Metropolitan Police Department  
Lisa.Sutter@dc.gov

**G.2.2** To constitute a proper invoice, the Contractor shall submit the following information on the invoice:

- a. Contractor's name, federal tax ID and invoice date (date invoices as of the date of mailing or transmittal);

- b. Contract number and invoice number;
- c. Description, price, quantity and the date(s) that the supplies or services were delivered or performed;
- d. Other supporting documentation or information, as required by the Contracting Officer;
- e. Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;
- f. Name, title, phone number of person preparing the invoice;
- g. Name, title, phone number and mailing address of person (if different from the person identified in G.2.2 e above) to be notified in the event of a defective invoice; and
- h. Authorized signature.

### **G.3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT**

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

**G.3.2** No final payment shall be made to the Contractor until the 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**

**G.4.1** Payment for collection services will be on a contingency fee basis, with fees paid to the Contractor as a percentage of the fees it actually collects on behalf of the District. The Contractor shall be credited a contingency fee on eligible payments that are received in person at a DMV facility, processed by mail, or received through DC DMV portals, to include web payment or phone payment. The Contractor is responsible for reimbursing the Lockbox Contractor for the cost of processing all mail payments; the District will not pay these costs.

**G.4.2** The Contractor will be paid on a monthly basis a percentage of total dollar amount collected, less any amounts that are specifically excluded from fee eligibility. If a previous payment on a ticket has been refunded to the customer, or the previous payment was with a dishonored check or a reversed credit card transaction and the Contractor has already billed for the contingency fee associated with that payment, the Contractor shall credit that contingency fee on a current invoice. The fee exclusions are as follows:

- a. Payments resulting from tickets not assigned for delinquent collections at the time of the payment;
- b. Payments received through a District site or payment portal in order to obtain a DMV service, i.e. registration or permit renewal (these payments will be included in daily file transmittals from the DMV DESTINY system to the ticket system);

- c. Payments resulting from a vehicle immobilization or tow;
- d. Payments resulting from a dishonored check (to be handled as a fee back out);
- e. Payments received from fines or penalties which were, or are subsequently, dismissed or refunded (to be handled as a fee back out);
- f. Payments received when the Contractor did not perform collection activity prior to receipt of the payment, e.g. a collection notice; and
- g. Payments received in excess of the amount due on any given ticket

**G.4.3** Contract pricing shall consist of a percentage of the funds collected by actions from the collections Contractor on assigned tickets. Only payments updated to the ticket processing database in a given month are eligible to be included on the Contractor’s invoice. Certain fee exclusions will apply in this contract, and only tickets that have been assigned to collections are eligible for a fee.

**G.4.4** Delinquent collections services described below shall apply to all payments received, processed and updated by the Contractor and to all customer service requests.

**G.4.5 INCENTIVE COMMISSIONS**

In addition to the bid commission rate, the District will pay a graduated incentive commission of 2% for every two million dollars, or part thereof, in net collections above 16.0 million dollars in a single contract year, with a cap on graduated incentive commissions of 6%. An example of the incentive commission structure is provided below:

Net Collections	Incentive Commission Percentage
\$16,000,001 to \$18,000,000	2%
\$18,000,001 to \$20,000,000	4%
\$20,000.001 and above	6%

The above commissions will be paid separately from the regular commissions. They shall be invoiced by the Contractor and paid one year from the contract award date, as applicable, and each year following, until the end of the contract term. The incentive commission only applies to monies collected on accounts placed after award of the contract.

**G.5 ASSIGNMENT OF CONTRACT PAYMENTS**

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

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

**G.5.3** Notwithstanding an assignment of contract payments, the Contractor, not the assignee, is required to prepare invoices. Where such an assignment has been made, the original

copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

“Pursuant to the instrument of assignment dated \_\_\_\_\_, make payment of this invoice to (name and address of assignee).”

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

### **G.6.1 INTEREST PENALTIES TO CONTRACTORS**

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

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

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

### **G.6.2 PAYMENTS TO SUBCONTRACTORS**

**G.6.2.1** The Contractor must take one of the following actions within seven (7) days of receipt of any amount paid to the Contractor by the District for work performed by any subcontractor under this contract:

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

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

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

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

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

**G.6.3 SUBCONTRACT REQUIREMENTS**

**G.6.3.1** 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)**

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

James H. Marshall  
Office of Contracting and Procurement  
441 4<sup>th</sup> Street, NW, Suite 700S  
Washington, DC 20001  
202-727-0252  
[iim.marshall@dc.gov](mailto:iim.marshall@dc.gov)

**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 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)**

**G.9.1** The COTR is responsible for general administration of the contract and advising the CO as to the Contractor's compliance or noncompliance with the contract. The COTR 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 COTR is:
- Richard Prunchak  
Quality Program Officer, DMV  
301 C Street, NW  
Washington, DC 20001  
Telephone : 202) 727-3601  
[E-mail richard.prunchak@dc.gov](mailto:richard.prunchak@dc.gov)
- G.9.3** The COTR shall NOT have the authority to:
- a. Award, agree to, or sign any contract, delivery order or task order. Only the CO shall make contractual agreements, commitments or modifications;
  - b. Grant deviations from or waive any of the terms and conditions of the contract;
  - c. Increase the dollar limit of the contract or authorize work beyond the dollar limit of the contract,
  - d. Authorize the expenditure of funds by the Contractor;
  - e. Change the period of performance; or
  - f. 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.

**G.10 ORDERING CLAUSE**

- G.10.1** Any supplies and services to be furnished under this contract must be ordered by issuance of delivery orders or task orders by the CO. Such orders may be issued during the term of this contract.
- G.10.2** All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of a conflict between a delivery order or task order and this contract, the contract shall control.
- G.10.3** If mailed, a delivery order or task order is considered "issued" when the District deposits the order in the mail. Orders may be issued by facsimile or by electronic commerce methods.

**G.11 LIQUIDATED DAMAGES**

The District will assess liquidated damages as described below

- G.11.1** The Contractor shall maintain an abandoned call rate of not more than 3% per reporting month. For any month during which the Contractor fails to maintain an abandoned call rate equal to or less than 3%, the Contractor shall credit the District \$1,000.00 on the next monthly invoice.
- G.11.2** If the Contractor fails to forward call recordings to the COTR or designee within two working days of request, or fails to forward required monthly reports by the tenth of the month following the report month, the Contractor shall credit the District \$100 per workday beyond the due date on the next monthly invoice for each set of recordings or reports that were not submitted timely.
- G.11.3** If the COTR or designee receives customer complaints concerning improper collection practices that are subsequently confirmed, the Contractor shall credit the District \$2,500 for each occurrence on the next monthly invoice. Improper collection practices may be associated with violations of the Fair Credit Reporting Act (Applicable Document #2), Fair Debt Collection Practices Act (Applicable Document # 3), professional ethics or unprofessional and rude demeanor with customers.
- G.11.4** For each instance that the Contractor fails to follow written instructions from the COTR or designee within seven days of the request, the Contractor shall credit the District \$1,500 for each occurrence on the next monthly invoice.

## **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. 8 dated May 26, 2009, 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, or employees either during or after expiration or termination of the contract, make any statement, or issue any material, for publication through any medium of communication, bearing on the work performed or data collected under this contract.

### **H.4 FREEDOM OF INFORMATION ACT**

The District of Columbia Freedom of Information Act, at D.C. Official Code §2-532 (a-3), requires the District to make available for inspection and copying any record produced or collected pursuant to a District contract with a private contractor to perform a public function, to the same extent as if the record were maintained by the agency on whose behalf the contract is made. If the Contractor receives a request for such information, the Contractor shall immediately send the request to the COTR who will

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

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

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

**H.5.2** The Contractor shall enter into and maintain, during the term of the contract, a First Source Employment Agreement, (Section J.4) in which the Contractor shall agree that:

- a. The first source for finding employees to fill all jobs created in order to perform this contract shall be the DOES; and
- b. 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:

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

- a. Document in a report to the CO its compliance with section H.5.4 of this clause; or
- b. Submit a request to the CO for a waiver of compliance with section H.5.4 and include the following documentation:
  - i. Material supporting a good faith effort to comply;
  - ii. Referrals provided by DOES and other referral sources;
  - iii. Advertisement of job openings listed with DOES and other referral sources; and
  - iv. 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:

- a. A good faith effort to comply is demonstrated by the Contractor;
- b. 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.
- c. The Contractor enters into a special workforce development training or placement arrangement with DOES; or
- d. DOES certifies that there are insufficient numbers of District residents in the labor market possessing the skills required by the positions created as a result of the contract.

**H.5.7** Upon receipt of the contractor's final payment request and related documentation pursuant to sections H.5.5 and H.5.6, the 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 COTR.

**H.5.8** Willful breach of the First Source Employment Agreement, or failure to submit the report pursuant to section H.5.5, or deliberate submission of falsified data, may be enforced by the 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 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 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, as applicable, 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, as applicable, 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, as applicable, 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, as applicable, 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, as applicable, 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:

- a. Contracts or other agreements that are subject to higher wage level determinations required by federal law;
- b. 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;
- c. Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
- d. Contracts for services needed immediately to prevent or respond to a disaster or eminent threat to public health or safety declared by the Mayor;
- e. 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;
- f. 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;
- g. 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;
- h. 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));
- i. 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
- j. 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 PLAN COMPLIANCE****H.9.1 REPORTING**

If the Contractor has an approved subcontracting plan 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.9.1.1** The dollar amount of the contract or procurement;
- H.9.1.2** A brief description of the goods procured or the services contracted for;
- H.9.1.3** The name of the business enterprise from which the goods were procured or services contracted;
- H.9.1.4** Whether the subcontractors to the contract are currently certified business enterprises;
- H.9.1.5** The dollar percentage of the contract awarded to SBEs, or if insufficient SBEs, to other certified business enterprises;
- H.9.1.6** A description of the activities the Contractor engaged in, in order to achieve the subcontracting requirements set forth in its plan; and
- H.9.1.7** 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.9.2 ENFORCEMENT AND PENALTIES FOR BREACH OF SUBCONTRACTING PLAN**

- H.9.2.1** If during the performance of this contract, the Contractor fails to comply with its approved subcontracting plan, and the contracting officer determines the Contractor's failure to be a material breach of the contract, the contracting officer shall have cause to terminate the contract under the default clause of the Standard Contract Provisions.
- H.9.2.2** In addition, the willful breach by the Contractor of an approved subcontracting plan for utilization of certified business enterprises, the failure to submit a subcontracting plan compliance report, or the deliberate submission of falsified data may be enforced by DSLBD through the imposition of penalties, including monetary fines of \$15,000 or 5% of the total amount of the work that the Contractor was to subcontract to certified business enterprises, whichever is greater, for each such breach, failure, or falsified submission.

**H.10 CONTRACTOR RESPONSIBILITIES**

- H.10.1** The Contractor shall provide facility, staff, supplies and equipment necessary to perform the required services as described in Section C.3.

**H.10.2 SECURITY REQUIREMENTS**

**H.10.2.1** The Contractor shall not employ or contract with any person until a criminal background check has been conducted for that person as described in C.3.2.1.3. The Contractor shall inform each prospective employee or contract worker that the Contractor is required to conduct a criminal background check before employing or contracting with a person.

**H.10.3 FIDUCIARY RELATIONSHIP**

**H.10.3.1** Any director, officer, employee, or partner of Contractor who receives, collects, disburses, or invests funds in connection with the activities of such Contractor shall be responsible for such funds in a fiduciary relationship to Contractor.

**H.10.3.2** Contractor shall maintain in force and provide evidence within thirty (30) days of Contract award of a fidelity bond in an amount of not less than one million dollars (\$1,000,000) per person for each officer and employee who has a fiduciary responsibility or fiduciary duty to the organization.

**H.11 DIVERSION, REASSIGNMENT AND REPLACEMENT OF KEY PERSONNEL**

The key personnel specified in the contract are considered to be essential to the work being performed hereunder. Prior to diverting any of the specified key personnel for any reason, the Contractor shall notify the CO at least thirty (30) calendar days in advance and shall submit justification, including proposed substitutions, in sufficient detail to permit evaluation of the impact upon the contract. The Contractor shall obtain written approval of the CO for any proposed substitution of key personnel.

Name	Position
	<b>Operations Director</b>
	Project Director
	Customer Service Manager
	Technology Manager/ Database manager

## **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 (Attachment J.1).

### **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

- a. 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

- b. 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**

**I.8.1 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.

#### **I.8.1.1 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.

#### **I.8.1.2 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.

#### **I.8.1.3 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.

#### **I.8.1.4 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.

#### **I.8.1.5 Umbrella or Excess Liability Insurance**

The Contractor shall provide umbrella or excess liability (which is excess over employer's liability, general liability, and automobile liability) insurance as follows: \$2,000,000 per occurrence, including the District of Columbia as additional insured.

#### **I.8.1.6 Professional Liability Insurance (Errors & Omissions)**

The Contractor shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional

services under this Contract. The policy shall provide limits of \$1,000,000.00 per occurrence for each wrongful act and \$1,000,000.00 annual aggregate.

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

#### **I.8.1.7 Crime Insurance (3<sup>rd</sup> Party Indemnity)**

The Contractor shall provide a 3<sup>rd</sup> Party Crime policy to cover the dishonest acts of Contractor's employees which result in a loss to the District. The policy shall provide a limit of \$100,000 per occurrence. This coverage shall be endorsed to name the District of Columbia as joint-loss payee, as their interests may appear.

#### **I.8.2 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.

#### **I.8.3 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.

#### **I.8.4 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.

#### **I.8.5 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.

#### **I.8.6 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.

**I.8.7 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:

James H. Marshall  
Office of Contracting and Procurement  
441 4<sup>th</sup> Street, NW, Suite 700S  
Washington, DC 20001  
202-727-0252  
[jim.marshall@dc.gov](mailto:jim.marshall@dc.gov)

**I.8.8 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 Request for Proposal (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) Best and Final Offer(s) (in order of most recent to earliest)
- (7) Proposal

**I.11 PRE-AWARD APPROVAL**

In accordance with D.C. Official Code §2-301.05a and §1-204.51(c), the Council of the District of Columbia must approve an award of any contract that has term extending beyond twelve (12) months.

**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.

**I.13 ESTIMATED QUANTITIES**

It is the intent of the District to secure a Contract for all of the needs of the designated agencies for items specified herein which may occur during the Contract term. The District agrees that it will purchase its requirements of the articles or services included herein from Contractor. Articles or services specified herein have a history of repetitive use in the District agencies. The estimated quantities stated reflect the best estimates available. They shall not be construed to limit the quantities which may be ordered from Contractor by the District or to relieve Contractor of his obligation to fill all such orders. Orders will be placed from time to time if and when needs arise for delivery, all charges prepaid, to the ordering agency. The District does not guarantee to order any specific quantities of any item(s) or work hours of service.

**I.14 CONTINUITY OF SERVICES**

**I.14.1** The Contractor recognizes that the services provided under this contract are vital to the District and must be continued without interruption and that, upon contract expiration or termination, a successor, either the District or another contractor, at the District's option, may continue to provide these services. To that end, the Contractor agrees to:

**I.14.1.1** Furnish phase-out, phase-in (transition) training; and

**I.14.1.2** Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

**I.14.2** The Contractor shall, upon the CO's written notice:

**I.14.2.1** Furnish phase-in, phase-out services for up to 90 days after this contract expires and

**I.14.2.2** Negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the CO's approval.

**I.14.3** The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

- I.14.4** The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.
- I.14.5** Only in accordance with a modification issued by the Contracting Officer, the Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

**SECTION J  
ATTACHMENTS**

The following list of attachments is incorporated into the solicitation by reference.

<b>Attachment Number</b>	<b>Document</b>
<b>J.1</b>	Government of the District of Columbia Standard Contract Provisions for Use with the Supplies and Services Contracts (March 2007)
<b>J.2</b>	U.S. Department of Labor Wage Determination No. 2005-2103 Revision No. 8 dated May 26, 2009
<b>J.3</b>	Department of Small Local Business Development Equal Employment Opportunity Information Report and Mayor's Order 85-85
<b>J.4</b>	Department of Employment Services First Source Employment Agreement
<b>J.5</b>	Way to Work Amendment Act of 2006 - Living Wage Notice
<b>J.6</b>	Way to Work Amendment Act of 2006 - Living Wage Fact Sheet
<b>J.7</b>	Tax Certification Affidavit
<b>J.8</b>	Cost/Price Certification and Data Package
<b>J.9</b>	Performance Evaluation Form
<b>J.10</b>	Information Technology Infrastructure Requirements
<b>J.11</b>	Guidelines for Handling Common Customer Disputes

**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
  - 3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit a contract for the purpose of restricting competition.
- (b) Each signature of the offeror is considered to be a certification by the signatory that the signatory:
- 1) Is the person in the offeror's organization responsible for determining the prices being offered in this contract, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
  - 2) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above:
- 
- (insert full name of person(s) in the organization responsible for determining the prices offered in this contract and the title of his or her position in the offeror's organization);*
- (i) As an authorized agent, does certify that the principals named in subdivision (b)(2) have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and
  - (ii) As an agent, has not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.
- (c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

**K.7 TAX CERTIFICATION**

Each offeror must submit with its offer, a sworn Tax Certification Affidavit, incorporated herein as Attachment J.7.

**K.8 CERTIFICATION OF ELIGIBILITY**

**K.8.1** The Offeror’s signature shall be considered a certification by the signatory that the Offeror, or any person associated therewith in the capacity of owner, partner, director, officer, principal, or any position involving the administration of funds:

- a. is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility under any federal, District or state statutes;
- 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.

**K.8.2** 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**

**L.2.1** One original and five (5) 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 DCKV-2010-R-0001 and the name of the Offeror.

**L.2.2** 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.2.3** The Technical and Cost and Price Volumes shall contain at a minimum the information described in Section L.2.7. The narrative sections of each volume shall be formatted as follows:

- a. Typewritten (8.5" by 11" bond paper);
- b. Single spaced;
- c. One (1) sided;
- d. Pages of each proposal volume shall be numbered and identified with the Offeror's name, RFP number, and date (Subsequent revisions, if any, shall be similarly identified to show revision number and date);

- e. One (1)-inch (or greater) margins;
- f. Six (6) lines (or less) per inch, the equivalent of twelve (12) point font (or larger), charts and graphics may be no less than ten (10) point font;
- g. Proposal narratives shall be logically ordered and provide cross-references to the requirement being addressed.

**L.2.4** The Offeror shall prepare a Cover Letter to accompany its Technical Proposal and Price Proposal. The Cover Letter shall at a minimum include the following:

- a. Identify the Contact person for the offeror's proposal
- b. Provide the Contact person's address, phone number, and e-mail address
- c. A statement affirming the offeror's acceptance of the contract provisions as described in Sections A – K of the solicitation.
- d. Signature of an authorized representative of the Offeror's organization.

**L.2.5** The Offeror shall prepare a Table of Contents to accompany its Technical Proposal and Price Proposal indicating the location of the section headings and subheadings and page numbers for each.

**L.2.6** The information requested in Section L.2.7 has been determined to be essential and will allow the District to assess the Offeror's knowledge, capabilities, and capacity to perform the requirements of the contract as described in Section C in accordance with Section M of the solicitation. The Offeror shall respond in a comprehensive manner to each evaluation factor by submitting the information described below in Section L.2.7 in a logical order consistent with the RFP, providing cross-reference to the requirement being addressed.

**L.2.7 TECHNICAL AND PRICE PROPOSAL**

**L.2.7.1 Technical Proposal**

This section shall contain an introduction outlining the offeror's overall technical approach to fulfill the requirements of the contract. This statement should refer to the work to be performed as set forth in Section C, Statement of Work, and describe how the work will be accomplished in sufficient detail to permit the District to evaluate it in accordance with Section M, Evaluation Factors.

**L.2.7.1.1 Technical Approach and Methodology**

The information requested in this section will be used to evaluate the Offeror's technical approach and methodology to perform delinquent collection services. The Offeror shall include at a minimum the following:

- a. A narrative to describe the Offeror's the Driver Privacy Protection Act, Fair Credit Reporting Act (Applicable Document #1), 15 USC §§1681, et seq. (Applicable Document #2), Federal Fair Debt Collection Practices Act 15 USC §§ 1692, et seq. (Applicable Document #3), District of Columbia Official Code Section VIII General Laws Title 50 Motor and Non-Motor Vehicles and Traffic

- (Applicable Document #4), District of Columbia Municipal Regulations, Title 18, Vehicles and Traffic (Applicable Document #5), the District's objectives (C.2.3), and understanding and of the required services (C.3);
- b. The Offeror's shall describe the Offeror's mission and vision and how the Offeror's mission and vision position the Offeror to perform the required services as described in C.3;
  - c. The Offeror shall provide a detailed description of the Offeror's technical approach and methodology to provide the required service delivery for the following:
    1. Receive Assignment of Delinquent Tickets for Collections Actions (C.3.4);
    2. Develop and Follow an Approved Collections Strategy (C.3.5) to achieve a high collection rate while respecting the rights of its customers including:
      - i. Collection Strategy (C.3.5.1)
      - ii. Notices (C.3.5.2)
      - iii. Credit Bureau Notices (C.3.5.2.2)
      - iv. Installment Plan (C.3.5.3)
    3. Post-assignment File Transfers and Payment Processing (C.3.6);
    4. Incoming Correspondence and Customer Dispute Resolution (C.3.7);
    5. Telephone Communications (C.3.8)
      - i. Call Center (C.3.8.1)
      - ii. IVR (C.3.8.2)
      - iii. Abandoned Call Rate (C.3.8.3)
      - iv. Recording of Phone Calls (C.3.8.4)
      - v. Telephone Communication Audits (C.3.8.5)
      - vi. Telephone Communication Statistical Data (C.3.8.6)
    6. Produce Reports and Documentation (C.3.10)
      - i. Project Plan (C.3.10.1)
      - ii. Monthly Reports (C.3.10.2)
      - iii. Quarterly Reports (C.3.10.3)
      - iv. Procedures Manual (C.3.10.4)
      - v. Annual Audit
    7. Quality Assurance (C.3.11)
    8. Transition Plan (C.3.12)
      - i. Implementation Plan (C.3.12.4.3)
    9. Turnover Plan (C.3.14)
  - d. The Offeror shall provide the following:
    1. Conceptual Collection Strategy (C.3.5.1)
      - i. Sample Notices Scripts (C.3.5.2)
      - ii. Sample Credit Bureau Notices Scripts (C.3.5.2.2)
      - iii. Conceptual Installment Plan (C.3.5.3)
    2. Telephone Communications
      - i. Sample Call Center Training Scripts (C.3.8.1)
      - ii. Sample IVR Scripts (C.3.8.2)
    3. Conceptual Project Plan
    4. Detailed Outline Procedures Manual (C.3.10.4)
    5. Conceptual Quality Assurance Program (C.3.11)

6. Conceptual Transition Plan (C.3.12)
  - i. Conceptual Implementation Plan (C.3.12.4.3)
7. Conceptual Turnover Plan (C.3.14)

#### **L.2.7.1.2 Technical Expertise and Capacity**

The information requested in this section will be used to evaluate the Offeror's technical expertise and capacity to perform delinquent collection services. The Offeror shall include at a minimum the following:

- a. The Offeror shall provide a detailed description of the Offeror's technical expertise and capacity including the rationale how each will provide the required service delivery for the following:
  1. Provide a Facility (C.3.1)
    - i. Facility Description (C.3.1.1.1)
    - ii. Disaster Recovery Plan (C.3.1.2)
  2. Provide Staff Management Supervision and Organization (C.3.2)
    - i. Key Staff (C.3.2.1)
    - ii. Other Staff (C.3.2.2)
    - iii. Background Checks (C.3.2.3)
    - iv. Staffing Plan (C.3.2.4)
    - v. Organization Chart (C.3.2.5)
    - vi. Position Descriptions (C.3.2.6)
    - vii. Staff Training and Development (C.3.2.7)
  3. Provide Physical and Systems Security (C.3.3)
  4. Receive Assignment of Delinquent Tickets for Collection Activities (C.3.4); and
  5. Information Technology System (C.3.9).
- b. The Offeror shall provide the following:
  1. Facility Description (C.3.1.1)
  2. Sample Disaster Recovery Plan (C.3.1.2)
  3. Conceptual Staffing Plan (C.3.2.4)
  4. Organization Chart (C.3.2.5) to include at a minimum:
    - i. Key Staff (C.3.2.1)
    - ii. Other Staff (C.3.2.2)
    - iii. Reporting lines and accountability
  5. Resumes for each Key Staff (C.3.2.1) and identified other staff (C.3.2.2) appearing on the Offeror's Organization Chart
  6. Sample Position Descriptions for each position appearing on the Offeror's Organization Chart (C.3.2.5)
  6. Conceptual Staff Training and Development Plan (C.3.2.7)
- c. The Offeror shall describe how it proposes to ensure that mailed payments that do not match the amount on the Offeror's notice scan line are properly credited to the correct ticket(s).
- d. The Offeror shall describe its experience relative to receiving and loading status change files from its clients that affect next action logic in the collection system.

- e. The Offeror shall provide a detailed description of the Offeror's communications and file transfer methodology relative to data exchanges with the DMV lockbox and Ticket Processing Contractors.
- f. The Offeror shall provide a detailed description of the interrelationship between the Offeror's proposed Quality Assurance Program (C.3.11) and the application of the Quality Assurance Program to ensure the successful delivery of the required services, the production of quality deliverables, and the continuous improvement of the Offeror's delinquent collections system.

#### **L.2.7.1.3 Past Performance and Previous Experience**

- a. The Offeror shall describe its experience with operating a delinquent collections operation with a volume equal to or greater than that of the District and performing the same or similar functions to those described in Section C;
- b. The Offeror shall describe its experience with transitioning a delinquent collections operation from a preceding vendor and turning over the delinquent collections operation to a subsequent vendor or State program upon contract expiration or termination;
- c. The Offeror shall identify and describe its experience in interfacing with credit reporting agencies and experience in interfacing with lockbox entities for processing of mailed collection payments;
- d. The Offeror shall provide five (5) references able to verify the Offeror's capability to perform the delinquent collections services specified in this RFP;
- e. A list of contracts and subcontracts the Offeror has performed similar in size and scope as the required services described in Section C.3 within the past five (5) years. The Offeror's list shall include the following information for each contract or subcontract:
  - 1. Name of contracting activity;
  - 2. Contract number;
  - 3. Contract type;
  - 4. Contract duration (or Period);
  - 5. Total contract value;
  - 6. Description of work performed;
  - 7. Contact Person name, phone, and e-mail address
- f. Offeror shall submit at a minimum three completed (3) Past Performance Evaluation Forms provided as Attachment J.9 from the list of contracts identified in L.2.7.1.3 d above.
- g. The Offeror shall provide any third party evaluations of the Offeror's performance providing services similar in size and scope as those described in Section C.3.

#### **L.2.7.1.4 Representations and Certifications**

Offeror shall complete the following representations and certifications and include in The Offeror's Technical Proposal:

- a. Signed Solicitation, Offer and Award form (page 1);
- b. Completed Section H.11;
- c. Completed Attachments J.3, J.4, and J.7 of this solicitation; and
- d. Completed Representations and Certifications and other statements of the Offeror in Sections K.1, K.2, K.3, K.4, K.5, K.6, and K.8.

### **L.2.7.2 Price Proposal**

Offeror's Price Proposal shall be organized and presented in the following clearly marked separate sections.

- a. Cover Letter
- b. Completed Price Schedule (B.3)
- c. Cost/Price Certification and Data Package (Attachment J.8)

### **L.2.7.3 Site Visit**

The District reserves the right to visit a site where the Offeror's system is fully operational. Consequently, the bidder shall include one or more sites at which the bidder's system is operational. If the District decides to make site visits, the District will seek permission from the organization and will coordinate the trip logistics. The District will only consider site visits for the bidders whose proposals have been determined to be within the competitive range.

### **L.2.7.4 Oral Presentations**

**L.2.7.4.1** The District reserves the right to request oral presentations from the offerors whose proposals have been determined to be within the competitive range. Oral presentations will be made at 441 4<sup>th</sup> Street, Washington, DC (room to be determined). The Offerors will be provided a minimum one weeks notice to prepare for the presentation. The oral presentation will involve a one-hour presentation plus two hours for discussion in the morning and a two-hour question and answer session in the afternoon. The Offeror shall bring a full workstation including camera, scanners, etc for the presentation. The Offeror may install this equipment a day in advance if desired to ensure the District has the option to view a fully operational workstation as proposed by the Offeror.

**L.2.7.4.2** A specified set of questions will be provided at the time the oral presentations are scheduled. The presentation committee should include the Operations Manager, Project Director, Customer Service Manager, and the Technology Manager/Database Manager proposed and any other staff involved in the implementation of the Offeror's system.

**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 **May 25, 2010 2:00 PM**. Proposals, modifications to proposals, or requests for withdrawals that are received in the designated District office after the exact local time specified above, are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

- a. The proposal or modification was sent by registered or certified mail not later than the fifth (5th) day before the date specified for receipt of offers;
- b. The proposal or modification was sent by mail and it is determined by the 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 **May 10, 2010**. The District will not consider any questions received later than **May 10, 2010**. 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 **Contracting Officer, Office of Contracting and Procurement, 441 4<sup>th</sup> Street, N.W., Suite 7000 South, Washington, D.C. 20001**, by letter or postcard whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise the 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 coverages as specified in Section I.8 to:

James H. Marshall  
Office of Contracting and Procurement  
441 4<sup>th</sup> Street, NW, Suite 700S  
Washington, DC 20001  
202-727-0252  
[jim.marshall@dc.gov](mailto:jim.marshall@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.

**L.20 SPECIAL STANDARDS OF RESPONSIBILITY**

**L.20.1** In addition to the general standards of responsibility set forth in section L.19, the Offeror must demonstrate to the satisfaction of the District that the Offeror has a minimum of three (3) years experience providing delinquent collection services similar in size and scope as those described in Section C and that the Offeror maintains the physical facility and required supporting features including security, information technology system, and related support to provide the required services. Offeror must submit with its proposal, provide at scheduled site visit, or prior to award convincing evidence that demonstrates that the offeror meets the Special Standard(s) of Responsibility. At a minimum, an offeror must provide or facilitate the following:

- a. Evidence of at a minimum three years collection experience with demonstrated capability providing secondary collections services similar in size and scope as those described in Section C including comparable volumes and total dollar value;
- b. Site visit; and
- c. Background Checks.

**L.21 KEY PERSONNEL**

**L.21.1** The District considers the following positions to be key personnel for this contract:

<b>Position</b>
Operations Director
Project Director
Customer Service Manager
Technology Manager/ Database manager

**L.21.2** The offeror shall set forth in its proposal the names and reporting relationships of the key personnel the offeror will use to perform the work under the proposed contract.

Their resumes shall be included. The hours that each will devote to the contract shall be provided in total and broken down by task.

## **L.22 PRE-PROPOSAL CONFERENCE**

**L.22.1** A pre-proposal conference will be held at **11:00am** on **May 5, 2010** at Office of Contracting and Procurement, 441 4tyh Street, NW, Suite 700 South Washington, DC 20001. Prospective offerors will be given an opportunity to ask questions regarding this solicitation at the conference. The purpose of the conference is to provide a structured and formal opportunity for the District to accept questions from offerors on the solicitation document as well as to clarify the contents of the solicitation. Attending offerors must complete the pre-proposal conference Attendance Roster at the conference so that their attendance can be properly recorded.

**L.22.2** Impromptu questions will be permitted and spontaneous answers will be provided at the District's discretion. Verbal answers given at the pre-proposal conference are only intended for general discussion and do not represent the District's final position. All oral questions must be submitted in writing following the close of the pre-proposal conference but no later than five working days after the pre-proposal conference in order to generate an official answer. Official answers will be provided in writing to all prospective offerors who are listed on the official offerors' list as having received a copy of the solicitation. Answers will be posted on the OCP website at [www.ocp.dc.gov](http://www.ocp.dc.gov).

## 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:

Numeric Rating	Adjective	Description
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**

The relative probabilities of the Offeror to accomplish the requirements of the solicitation will be evaluated based on the specific information requested in Section L.2.7.1 in accordance with the evaluation factors described below. Offerors shall respond to each factor in a way that will allow the District to evaluate Contractor's response. The scoring for each evaluation factor will be based on the District's determination of the degree to which the Offeror satisfies the requirements within the evaluation factor. Deficiencies and weaknesses identified in the proposal as well as the District's risk will also be considered. Proposals will be evaluated based on the following evaluation factors in the manner described below:

#### **M.3.1 TECHNICAL CRITERIA (75 POINTS MAXIMUM)**

##### **M.3.1.1 Technical Approach and Methodology (25 Points Maximum)**

- a. This evaluation factor considers the Offeror's overall understanding of the District requirements and objectives. This evaluation factor also considers the Offeror's methodology to successfully collect delinquent tickets and innovative features and expected benefit of the features in the performance of the required services.
- b. Extent to which the proposed services meet the capabilities requested in Section C.
- c. The District will evaluate offeror's proposal vis-à-vis this factor, including those portions of the proposal in which the Offeror provides the information requested in L.2.7.1.1 for CLIN 0001.

##### **M.3.1.2 Technical Expertise and Capacity (25 Points Maximum)**

- a. This evaluation factor considers the Offeror's technical expertise and capacity to provide the required services.
- b. This evaluation factor considers the Offeror's facility, security features, staff and organization including the Offeror's key personnel and their expertise and experience, the Offeror's IT system and technology to be used in the performance of the required services. This factor will also consider the Offeror's Quality Assurance policies and internal controls and the use of these policies and controls to ensure the effective, accurate delivery of the required services.
- c. The District will evaluate offeror's proposal vis-à-vis this factor, including those portions of the proposal in which the Offeror provides the information requested in L.2.7.1.2 for CLIN 0001.

**M.3.1.3 Past Performance and Previous Experience (25 Points Maximum)**

- a. This evaluation factor considers the Offeror’s past performance and previous experience with collecting delinquent tickets at a volume equal to or greater than that of the District. \
- b. This evaluation factor considers the Offeror’s experience with transitioning a delinquent ticket collection operation from a preceding vendor, the Offeror’s overall experience with providing services similar in size and scope as those described in Section C, and the Offeror’s performance evaluation information and statistical data provided by or concerning the Offeror’s delivery of services similar in size and scope of that anticipated by the District.
- c. Evaluation of past performance and previous experience allows the District to assess the Offeror’s ability to perform the required services by evaluating past performance and previous experience and the relevance of the work performed. The District will evaluate offeror's proposal vis-à-vis this factor, including those portions of the proposal in which the Offeror provides the information requested in L.2.7.1.3 for CLIN 0001.

**M.3.2 PRICE CRITERIA (25 POINTS MAXIMUM)**

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

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

**M.3.3 Preference Points Awarded in Accordance with 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 (CBE)**

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

**M.5.1 Subcontracting Requirements**

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

- M.5.1.1** At least 35% of the dollar volume shall be subcontracted to certified small business enterprises; provided, however, that the costs of materials, goods and supplies shall not be counted towards the 35% subcontracting requirement unless such materials, goods and supplies are purchased from certified small business enterprises; or
- M.5.1.2** If there are insufficient qualified small business enterprises to completely fulfill the requirement of paragraph M.5.1.1, then the subcontracting may be satisfied by subcontracting 35% of the dollar volume to any certified business enterprises; provided, however, that all reasonable efforts shall be made to ensure that qualified small business enterprises are significant participants in the overall subcontracting work.

**M.5.2 Application of Preferences**

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

- M.5.2.1** 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.5.2.2** 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.5.2.3** Any prime contractor that is a longtime resident business (LRB) certified by DSLBD will receive the addition of ten points on a 100-point scale added to the overall score for proposals submitted by the LRB in response to this RFP.
- M.5.2.4** 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.5.2.5** Any prime contractor that is a local business enterprise with its principal offices locates 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.5.2.6** 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.5.3 Maximum Preference Awarded**

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

**M.5.4 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.5.5 Verification of Offeror's Certification as a Certified Business Enterprise**

**M.5.5.1** 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.5.5.2** Any vendor seeking certification or provisional certification in order to receive preferences under this solicitation should contact the:

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

**M.5.5.3** All vendors are encouraged to contact DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

**M.5.6 Subcontracting Plan**

If the prime contractor intends 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 M.5.1. The prime contractor responding to this solicitation which intends 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 intends to subcontract in accordance with the provisions of section M.5.1, 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:

- M.5.6.1** A description of the goods and services to be provided by SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;
- M.5.6.2** A statement of the dollar value of the proposal that pertains to the subcontracts to be performed by the SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;
- M.5.6.3** The names and addresses of all proposed subcontractors who are SBEs or, if insufficient SBEs are available, who are certified business enterprises;
- M.5.6.4** The name of the individual employed by the prime contractor who will administer the subcontracting plan, and a description of the duties of the individual;
- M.5.6.5** A description of the efforts the prime contractor will make to ensure that SBEs, or, if insufficient SBEs are available, that certified business enterprises will have an equitable opportunity to compete for subcontracts;
- M.5.6.6** In all subcontracts that offer further subcontracting opportunities, assurances that the prime contractor will include a statement, approved by the CO, that the subcontractor will adopt a subcontracting plan similar to the subcontracting plan required by the contract;
- M.5.6.7** Assurances that the prime contractor will cooperate in any studies or surveys that may be required by the CO, and submit periodic reports, as requested by the CO, to allow the District to determine the extent of compliance by the prime contractor with the subcontracting plan;
- M.5.6.8** A list of the type of records the prime contractor will maintain to demonstrate procedures adopted to comply with the requirements set forth in the subcontracting plan, and assurances that the prime contractor will make such records available for review upon the District's request; and
- M.5.6.9** A description of the prime contractor's recent effort to locate SBEs or, if insufficient SBEs are available, certified business enterprises and to award subcontracts to them.

#### **M.5.7 Compliance Reports**

By the 21<sup>st</sup> of every month following the execution of the contract, the prime contractor shall submit to the contracting officer and the Director of DSLBD a compliance report detailing the contractor's compliance, for the preceding month, with the subcontracting requirements of the contract. The monthly compliance report shall include the following information:

- M.5.7.1** The dollar amount of the contract or procurement;
- M.5.7.2** A brief description of the goods procured or the services contracted for;
- M.5.7.3** The name and address of the business enterprise from which the goods were procured or services contracted;
- M.5.7.4** Whether the subcontractors to the contract are currently certified business enterprises;
- M.5.7.5** The dollar percentage of the contract awarded to SBEs, or if insufficient SBEs, to other certified business enterprises;
- M.5.7.6** A description of the activities the contractor engaged in, in order to achieve the subcontracting requirements set forth in section M.5.1; and
- M.5.7.7** A description of any changes to the activities the contractor intends to make by the next month to achieve the requirements set forth in section M.5.1.

**M.5.8 Enforcement and Penalties for Breach of Subcontracting Plan**

- M.5.8.1** If during the performance of this contract, the contractor fails to comply with the subcontracting plan submitted in accordance with the requirements of this contract, and as approved by the contracting officer and the Director of DSLBD, and the 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.
- M.5.8.2** In addition, the willful breach by a contractor of a subcontracting plan for utilization of certified business enterprises in the performance of a contract, the failure to submit any required subcontracting plan monitoring or compliance report, or the deliberate submission of falsified data may be enforced by DSLBD through the imposition of penalties, including monetary fines of \$15,000 or 5% of the total amount of the work that the contractor was to subcontract to certified business enterprises, whichever is greater, for each such breach, failure, or falsified submission.

**M.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.