

SOLICITATION, OFFER, AND AWARD		1. Caption Ticket Payment Lockbox Services		Page of Pages 1 85	
2. Contract Number	3. Solicitation Number DCKV-2010-R-0002	4. Type of Solicitation <input type="checkbox"/> Sealed Bid (IFB) <input checked="" type="checkbox"/> Sealed Proposals (RFP) <input type="checkbox"/> Sole Source <input type="checkbox"/> Human Care Agreements <input type="checkbox"/> Emergency		5. Date Issued 4/12/2010	6. Type of Market <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"

SOLICITATION

9. Sealed offers in original and 4 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried to the bid counter located at 441 4th Street, NW, Suite 703 South, Bid Room Washington, DC 20001 until 2:00 PM local time 17-May-10
(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 Chris Yi	B. Telephone			C. E-mail Address chris.yi@dc.gov
		(Area Code) 202	(Number) 724-5069	(Ext)	

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OFFER

12. In compliance with the above, the undersigned agrees, if this offer is accepted within 150 calendar days from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified herein.

13. Discount for Prompt Payment 10 Calendar days % 20 Calendar days % 30 Calendar days % ___ Calendar days %

14. Acknowledgement of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION):	Amendment Number	Date	Amendment Number	Date

15A. Name and Address of Offeror	16. Name and Title of Person Authorized to Sign Offer/Contract		
15B. Telephone (Area Code) (Number) (Ext)	15 C. Check if remittance address is different from above - Refer to Section G <input type="checkbox"/>	17. Signature	18. Offer Date

AWARD (TO BE COMPLETED BY GOVERNMENT)

19. Accepted as to Items Numbered	20. Amount	21. Accounting and Appropriation
22. Name of Contracting Officer (Type or Print) James Marshall Contracting Officer	23. Signature of Contracting Officer (District of Columbia)	24. Award Date

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

B.1 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 ticket payment lockbox services.

B.2 The District contemplates award of a multi-year requirements type contract with 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 *[insert date]*.

B.4 PRICE SCHEDULE – REQUIREMENTS

B.4.1 Base Year - Year One

Contract Line Item No. (CLIN)	Item Description	Price Per Unit	Estimated Annual Quantity*	Extended Price
0001	Lockbox services for mail payments (Section C.3)	\$ _____ each	660,000	\$ _____

B.4.2 Base Year - Year Two

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Contract Line Item No. (CLIN)	Item Description	Price Per Unit	Estimated Annual Quantity*	Extended Price
0101	Lockbox services for mail payments (Section C.3)	\$ _____ each	660,000	\$ _____

B.4.3 Option Year One

Contract Line Item No. (CLIN)	Item Description	Price Per Unit	Estimated Annual Quantity*	Extended Price
1001	Lockbox services for mail payments (Section C.3)	\$ _____ each	660,000	\$ _____

B.4.3 Option Year Two

Contract Line Item No. (CLIN)	Item Description	Price Per Unit	Estimated Annual Quantity*	Extended Price
2001	Lockbox services for mail payments (Section C.3)	\$ _____ each	660,000	\$ _____

B.4.4 Option Year Three

Contract Line Item No. (CLIN)	Item Description	Price Per Unit	Estimated Annual Quantity*	Extended Price
3001	Lockbox services for mail payments (Section C.3)	\$ _____ each	660,000	\$ _____

B.4.5 Grand Total

Base Year 1 \$ _____
 Base Year 2 \$ _____
 Option Year 1 \$ _____
 Option Year 2 \$ _____
 Option Year 3 \$ _____

Total Base & Options \$ _____

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 RFP shall be

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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 District of Columbia Office of Contracting and Procurement, on behalf of the Department of Motor Vehicles (the “District”) is seeking a contractor to provide ticket payment lockbox services.

C.1.1 APPLICABLE DOCUMENTS

The following documents are applicable to this procurement and are hereby incorporated by this reference.

Item No.	Document Type	Title	Date/Version
1	Public Law	Driver Privacy Protection Act <i>18 U.S.C. § 2721 et. seq.</i> http://www.accessreports.com/statutes/DPPA1.htm	Most Recent
2	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 http://government.westlaw.com/linkedslice/default.asp?RS=GVT1.0&VR=2.0&SP=DCC-1000&Action=Welcome	Most Recent
3	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 http://dmv.dc.gov/info/DMV%20Municipal%20Regulations.shtm	Most Recent
4	District Web Site	Department of Motor Vehicles http://dmv.dc.gov/main.shtm	Most Recent

C.1.2 DEFINITIONS

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

- C.1.2.1 **Batch Number** – A unique combination of payment type, receipt date, and three-digit number that identifies a payment batch for processing and research.
- C.1.2.2 **Check-Only Payment** – A payment transaction where the ticket number(s) associated with the check or money order are identified but a source document (a ticket or notice) is not enclosed.
- C.1.2.3 **Citation** – Also known as a Notice of Infraction or ticket, 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.
- C.1.2.4 **CO** - Contracting Officer
- C.1.2.5 **Collections** – Secondary collections activity to collect overdue ticket balances, performed by a collections Contractor.
- C.1.2.6 **COTR** – Contracting Officer’s Technical Representative
- C.1.2.7 **Customer** – An individual or organization that interacts with the Department of Motor Vehicles.
- C.1.2.8 - **Deposit-Only Payment** – A payment transaction with a payment document (check or money order) but no associated ticket number(s) to apply the payment to.
- C.1.2.9 **Department of Motor Vehicles (DMV)** – A District agency that develops, administers, and enforces vehicular laws for the public to ensure public safety through the safe operation of motor vehicles.
- C.1.2.10 **District** – the District of Columbia government.
- C.1.2.11 **Fleet Payment** - a payment from a commercial fleet company enrolled in the District’s Multi-Vehicle Adjudication Program. A fleet payment typically includes a check or money order accompanied by a payment coupon generated from the ticket system.
- C.1.2.12 **Julian Date** – A date format that includes the year and the three-digit day of the year. January 1, 2008 in Julian format is 2008001, January 31st is 2008031, etc. All batch dates are to be expressed in Julian format on reports and all other documents for the purposes of this contract.
- C.1.2.13 **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.

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C.1.2.14 **Metropolitan Police Department (MPD)** – The police agency in the District of Columbia responsible for automated traffic enforcement.

C.1.2.15 **Mixed Payment** – A single payment document used to make a payment on parking/moving ticket(s) and photo enforcement ticket(s). Payments are typically processed separately to facilitate deposit into the DMV and MPD accounts. Since these can't be separated for deposit purposes, they shall be handled as a separate category of payment and shall be reconciled for deposit separately. This is an example of the District's deposit documentation that shall be completed detailing the mixed payments so they can be attributed to the correct deposit account.

SOAR REVENUE/RECEIPTS

REVISED

DOCUMENT INFORMATION		DOC NO DRKV0025		DOC AGY: A75		DOC DATE: 10/01/07		DEPOSIT #		EFF DATE:		DOC AMT:										
SFX	FY	AGY	TRAN CODE	INDEX	PCA	GRANT	PH	PROJ	PH	AGY CODE 1	AGY CODE	COMP OBJ	AGYOBJ	GRANT OBJ	FUND	COMP GL	AGENCY GL	REF DOC	SFX	DEBT/INV ISSUE	BANK ID	AMOUNT
001	08	KV0	190	R0100	00001								5010								204	\$ 32,382.00
001	08	KV0	190	R0100	00001								5010								204	19,370.00
001	08	KV0	190	R0100	00001								5010								204	63,300.00
001	08	KVC	190	R0100	00001								5010								204	22,530.00
TOTAL: \$ 137,582.00																						
DESCRIPTION																						
SF DESCRIPTION																						
FOR ALL DMV LOCK-BOX DEPOSIT ONLY																						
\$5025.00 Was credited to DMV s/b MPD																						
DMV \$ 137,582.00																						
Mpd \$ (5,025.00)																						
Total \$ 132,557.000																						
APPROVALS																						

C.1.2.16 **Nixie** – A notice or piece of correspondence that has been returned to the District as undeliverable by the US Post Office.

C.1.2.17 **Notice of Infraction** – A ticket written to a vehicle or motorist in violation of DCMR Title 18 parking or moving regulations.

C.1.2.18 **Payment Document** – A check or money order submitted as payment to the lockbox.

C.1.2.19 **Payment Receipt Date** – The date that a payment is picked up from the US Post Office or, if the payment comes to the Contractor from the DMV, the date that is assigned to the payment. This is also known as the Batch Date and it ensures that penalties are appropriately applied to a ticket. These dates are expressed in Julian format.

C.1.2.20 **Payment Processing Date** – The date that a payment is put into a batch for data capture, deposit and transmission to the ticket processing or collections Contractors for update. In most cases, the payment receipt date and the payment processing date shall be the same. One example where they are not the same is drop box payments, which get credit for the day prior to pickup by the courier. These would be processed the day they are picked up, so the payment processing date would be one business day later than the payment receipt date.

C.1.2.21 **Payment Source Document** – A ticket or notice that accompanies a payment. Remitted tickets have an OCR scan line and bar code from which the Contractor can capture the ticket number (and for electronic tickets, the ticket amount). Remitted notices have an OCR scan line from which the Contractor can capture specific information that shall enable update by the ticket processing or collections Contractors of all of the tickets paid from that notice. Here are sample graphics of the different types of payment source documents.

Sample Photo Enforcement Ticket Payment Source Document

VIOLATION INFORMATION

Ticket Number: 010093794
 Notice Code: 020107 Issue Time: 02:08:30 AM
 Violation Code: 7110
 Description: 00 13.1b MPH/OVRMT
 Location: 002 Rd New York Route SE WB
 Vehicle Tag: 01401024 [Redacted] Make: DODG
 Vehicle Speed: 48mph [Redacted] [Redacted]

Your answer to this notice of infraction must be received by the payment due date listed below.

Failure to pay the fee or otherwise answer in the manner and time required is an admission of liability. This will result in additional penalties and the loss of your right to a hearing. For vehicles registered in the District of Columbia, the Department of Motor Vehicles will place a hold on the renewal of the owner's vehicle registration as long as the fine and/or penalty are unpaid. If you have questions regarding this ticket, please call the DC Photo Enforcement Office at (202) 546-0884.

Detach and return this portion with your payment in the envelope provided, or you may pay your ticket through the internet at: <http://www.dmv.dc.gov>

Ticket Number: F010055204 Vehicle Tag: 01401025 [Redacted] Mail Date: 01/09/07
 Payment Due Date: 09/19/07
 Initial Fine Amount Due: \$50.00
 Total Amount Due After Payment Due Date: \$100.00
 Amount Paid: \$ 50.00

You can view full color version of the image below at: <http://www.publicize.com>
 Citation Number: F010055204 Pin Number: F91798 [Redacted]

430723200067400340005000F010055204

Sample Photo Enforcement Notice Payment Source Document

IF YOU HAVE ANSWERED PREVIOUSLY, PLEASE DISREGARD THIS NOTICE.
 POINTS WILL NOT BE ASSESSED AGAINST THE REGISTERED OWNER OR THE DESIGNATED DRIVER FOR THIS VIOLATION

Detach and return this portion with your payment in the envelope provided, or you may pay your ticket through the internet at <http://www.dmv.dc.gov>

Ticket Number: F009991974 Vehicle Tag: MD 36L696 [Redacted] Mail Date: 08/13/07

PAYMENT DUE UPON RECEIPT

Amount Paid: \$ 100.00 Total Amount Due: \$100.00

1507225000010200100010000F009991974

Sample Non-Photo Enforcement Notice Payment Source Document

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576195491

DISTRICT OF COLUMBIA NOTICE OF INFRACTION

FR 17 AUG 07 8:58

788394

5200 WILSON

MOVING VIOLATION

TT13 SEAT BELT REGULATION SPEEDING _____ MPH

TT14 SIGNAL FAIL RED IN _____ MPH ZONE

TT15 STOP SIGN PASSING TAGS FAIL DISPLAY CURB

TT17 SIGNAL DEVICE DEFECT T130 NO LEFT TURN

TT17P NO YIELD RIGHT OF WAY T140 FAIL TO DISPLAY CURB INSG

PARKING VIOLATION

PT NO METR T100 TOWING REQUESTED

PT NO PARKING ANYTIME T101 RESIDENTIAL PARKING

PT NO PARK IN T102 CALL TO FIRE DEPARTMENT

PT IN BUS ZONE T103 IN LOADING ZONE

PT NO STANDING T104 NO STANDING HIGH HOURS AM

PT NO STANDING T105 NO STANDING HIGH HOURS PM

PT PARKING VIOLATION T106 PRIVATE OR RMC PROPERTY

SCHEDULED FINE OR COLLATERAL

PT \$10 \$20 \$30 \$40 \$50 \$75 \$100

30.0

Signature: [Redacted]

MPP DR 597

4564

COPY C

- C.1.2.22 **Scan Line** - Machine readable numbers that identify the notice number and dollar amount, appearing at the bottom of each notice.
- C.1.2.23 **Skeleton Ticket** – a ticket that has not yet been submitted for processing or has not been issued to a vehicle, but is updated to the ticket system. If a ticket number is erroneously captured by the Lockbox, it may appear as a skeleton ticket on the designated ticket processing screen.
- C.1.2.24 **Ticket** – Also known as an 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.
- C.1.2.25 **Ticket Processing System** – A system for the capture, update and storage of ticket data and associated images and transactions. At the present time, the system and associated services

are provided by a ticket processing Contractor. In the future, the ticket processing system will be managed by the District.

C.1.2.26 **Unassigned** – a payment that cannot be associated with a ticket.

C.2 BACKGROUND

C.2.1 INTRODUCTION

Parking, moving and photo-enforced Notices of Infraction (NOI’s, also referred to in this document as tickets or citations) are issued by the Department of Public Works, the Metropolitan Police Department (MPD), and other issuing agencies in the District of Columbia. NOI’s are issued to motorists and to the registered owners of vehicles in violation of District parking and minor moving regulations. These regulations 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 of Columbia issues approximately 2.28 million citations annually. The chart below provides the number of tickets issued by type and the value of the tickets issued for the past four (4) fiscal years.

Violation	FY 2005		FY 2006	
	Number	Value	Number	Value
Moving	103,700	\$9,471,791	103,231	\$10,086,880
Parking	1,724,513	\$101,442,203	1,668,577	\$103,242,473
Photo Enforcement	607,304	\$55,530,991	663,192	\$61,816,785
Total	2,435,517	\$166,444,985	2,435,000	\$175,146,138

	FY 2007		FY 2008	
	Number	Value	Number	Value
Moving	102,627	\$8,611,508	112,579	\$12,317,017
Parking	1,623,194	\$96,478,655	1,702,502	\$104,027,965
Photo Enforcement	403,856	\$37,463,995	400,915	\$35,974,420
Total	2,129,677	\$142,554,158	2,215,996	\$152,319,403

C.2.2 Current Operating Environment

C.2.2.1 Issue Tickets

C.2.2.1.1 For non-photo enforced violations, the ticket is considered issued when it is written and placed on a vehicle or handed to the motorist.

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- C.2.2.1.2 For photo-enforced violations, the ticket is considered issued when it is mailed to the registered owner of the vehicle cited for the violation.
- C.2.2.1.3 The issuing officer has fifteen calendar days after the ticket is written to turn the ticket in for processing at the DMV. An additional five calendar days are allowed for weekends, holidays, and processing time. Photo-enforced violations shall be mailed by the twenty-fifth day following the violation capture. Any parking or moving ticket that is not posted to the ticket processing system within twenty 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 calendar days.
- C.2.2.1.4 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 31st 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.
- C.2.2.1.5 On the 61st 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. 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.2.2.2 Adjudication
 - C.2.2.2.1 The back of each ticket details the options available to the recipient, which are to pay or request adjudication, with all applicable deadlines. A name and address are captured by the issuing officer for moving violations at the time the ticket is issued. The address of record is obtained from the home state DMV shortly after issuance for parking and photo-enforced tickets.
 - C.2.2.2.2 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 shall 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

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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.2.2.2.3 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. Mail payments are directed to a PO Box, which is handled by the lockbox Contractor. Drop box payments are also handled by the lockbox Contractor. Payments that are received by the ticket processing Contractor in their correspondence are applied in their office online the day they are received. In this solicitation, any payments received by the ticket processing Contractor that are included with correspondence shall be forwarded to the lockbox Contractor for processing.

C.2.2.3 Current Lockbox Processing Volumes

The existing lockbox facility and resources shall be capable of processing at least one million mail payments annually. In the twelve months between April, 2008 and March, 2009, 655,956 ticket and notice payments were processed at the lockbox facility.

DC DMV Ticket Processing Lockbox Notice and Ticket Payments					
Month	Collections Notices	Non-Collections Notices	Total Notices	Tickets	Total
Jan. 2008	4,597	7,490	12,087	39,980	52,067
Feb. 2008	7,382	5,857	13,239	41,206	54,445
Mar. 2008	6,006	6,207	12,213	46,405	58,618
Apr. 2008	4,309	6,065	10,374	46,795	57,169
May 2008	3,056	4,113	7,169	47,889	55,058
June 2008	1,947	5,840	7,787	49,554	57,341
July 2008	1,314	6,698	8,012	45,434	53,446
Aug. 2008	1,172	5,947	7,119	44,234	51,353
Sep. 2008	2,149	6,552	8,701	47,093	55,794
Oct. 2008	2,844	6,940	9,784	48,263	58,047
Nov. 2008	2,416	5,917	8,333	43,243	51,576

DC DMV Ticket Processing Lockbox Notice and Ticket Payments					
Dec. 2008	2,196	6,666	8,862	42,120	50,982
Jan. 2009	1,674	6,495	8,169	41,924	50,093
Feb. 2009	1,868	6,915	8,783	45,567	54,350
Mar. 2009	1,922	8,013	9,935	50,812	60,747

C.3 REQUIREMENTS

Lockbox services described below shall apply to all payments received, processed and updated by the Contractor. During the term of the contract, the Contractor shall:

C.3.1 PROVIDE A LOCKBOX FACILITY

The Contractor shall provide a facility description including photographs and layouts of the proposed facility and office space.

- C.3.1.1 The Contractor shall provide a facility, equipment, and resources necessary to processing of mail payments based on the expected volumes of mail payments included in this document. Typically, Mondays and workdays following holidays have heavier volumes and this shall be taken into consideration for facilities planning. The lockbox facility shall meet the contracted size, layout and security features following physical inspection prior to commencement of services. Routine visits by the District will be scheduled to ensure that the facilities continue to adhere to the contracted specifications.
- C.3.1.2 The facility and the workstations shall be neat and orderly at all times. Documents not currently in use shall be filed or stored in clearly-labeled boxes or cabinets. The Contractor shall describe how its proposed facility shall be designed to ensure adequate space exists to manage the documents and its process and schedule for clearing debris.
- C.3.1.3 If modifications are required to an existing facility or a new build-out is required to meet the needs of this contract, the Contractor shall include with their response a detailed project plan of the specific steps necessary to complete the facility development, including timelines that conform to their proposed implementation schedule.
- C.3.1.4 The Contractor shall provide an explanation of how their facilities could accommodate an increase in volume of 25%, 50%, 100% and 200% in payments processed each day.
- C.3.1.5 The Contractor shall perform lockbox services preferably within the District but no more than 25 miles from Washington, D.C.
- C.3.1.6 The Contractor shall describe the nature of its security features that prevent unauthorized access and that maintain control over data and documents related to delinquent collections processing.

C.3.1.7 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

C.3.2.1 Staff

The Contractor shall ensure that all staff to contribute to the required services has demonstrated experience working in a lockbox environment. The Contractor shall provide the following:

C.3.2.1.1 Key Staff

The Contractor shall provide managers and supervisors to oversee all functions with at least two years of experience managing a similar program. The Key Staff positions are Operations Director, Lockbox Manager and Technology Manager. If the Technology Manager does not directly oversee the database activities that relate to this contract, the Database Manager shall also be a key staff position.

C.3.2.1.2 Other Staff

- a) The Contractor shall provide additional staff necessary to successfully accomplish the required services.
- b) The Contractor shall ensure criminal and financial screening of all staff, including a criminal 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. These screenings shall be conducted at the onset of the contract, prior to any new hire, and for all employees annually who are assigned to the contract. Convicted personnel shall not work in the Contractor's facility without written approval by the Contracting Officer. Upon request, the Contractor shall be required to certify to the Contracting Officer or Technical Representative that such screening has been conducted.

C.3.2.1.3 Staffing Plan

The Contractor shall provide with its proposal a staffing plan to perform the required services. The Contractor's staffing plan shall include or address at a minimum the following:

- a) Explanation of how their proposed staffing shall be adequate to service the volumes projected for this contract; and
- b) Contingency staffing or other arrangements to handle workload spikes, particularly on Mondays and after holidays.

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C.3.2.2 Organization Chart

C.3.2.2.1 The Contractor shall provide with its proposal an organization chart to correlate to the proposed staffing model. The person or persons designated with overall responsibility for performance under this contract shall be noted on the chart.

C.3.2.2.2 The Contractor shall provide updates of the organization chart to the COTR whenever the adopted staffing model changes.

C.3.2.3 Position Descriptions

The Contractor shall provide with its proposal a copy of a job description for the staff positions identifies in the Contractor's staffing plan and Organization Chart.

C.3.2.4 Staff Training and Development

C.3.2.4.1 The Contractor shall familiarize and train all staff assigned to the project with all forms and procedures to be utilized in daily work, and shall develop and administer a test to verify understanding. Proof of this training and a satisfactory score on the training by each employee shall be provided to the COTR within one week of the training. The Contractor shall at least once each quarter provide a review session of the contents to include a question and answer session and shall notify the COTR of completion and any processing issues that were raised that will require clarification by the District..

C.3.2.4.2 The Contractor shall designate which employees shall require access to the ticket system in order to perform payment research. The COTR or designee will provide initial training in accessing ticket records on this system and in the use of ticket update production reports that are accessible on the system.

C.3.2.4.3 Training Plan

C.3.2.4.3.1 The Contractor shall develop and provide a Training Plan within 60 days following contract award to include a detailed description of the training methodology and proposed schedule for acclimating current staff and training new staff.

C.3.2.4.3.2 The Training Plan shall identify all users of the system including Contractor staff responsible for performing daily functions related to this contract. The Training Plan documentation should include procedures, a workflow of the system functionality and samples and descriptions of all forms and reports.

C.3.3 Provide Physical and Systems Security

C.3.3.1 The Contractor shall develop and provide the steps and controls to be taken to prevent and minimize instances of theft and embezzlement and identity theft. If there is a theft including but not limited to diversion of receipts to non-approved accounts, or unauthorized alteration or deletion of data,

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- C.3.3.2 The Contractor shall immediately report to the COTR the nature of the occurrence, steps being taken to investigate, and steps that have been taken to prevent reoccurrences.
- 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 District employee assigned to investigate and to verify correction.
- C.3.3.4 The Contractor shall agree to respect and warrant privacy of driver personal data. An official authorized to bind the entity 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 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.3.3.6 The Contractor shall provide physical security, including security cameras and access-control systems to limit access to its processing facility to authorized personnel and authorized visitors. The Contractor shall provide a layout of their proposed security features overlaid on their facilities design document.
- C.3.3.7 The Contractor shall provide an explanation of how they shall control and secure payments and other documents from receipt at the Post Office through daily completion of processing, including deposit to the District's designated financial institution and hard copy and electronic data storage. The current courier route includes pickup from the main Post Office on North Capitol Street NE at 6am; delivering the envelopes to the lockbox site directly from the post office; picking up correspondence and returned mail from the lockbox site for delivery to the ticket processing Contractor's site (located in the District at 1133 15th St NW) and picking up work for delivery to DMV's 301 C St NW site; dropping of work and picking up payments from the ticket processing Contractor site by 1pm; delivering work and picking up drop box payments from DMV by 2:00 pm; with a last stop back at the lockbox Contractor site by 3:00 pm to deliver the payments collected from the ticket processing and DMV sites. The payments collected from the ticket processing Contractor and DMV shall be processed and deposited the same day they are collected by the lockbox Contractor. Note that reorganization and other actions may result in changes and additional pickup sites. The deposit shall be handled by an armored courier delivery to a branch of the District's bank, currently Bank of America. The Contractor shall provide examples of existing courier and deposit logs maintained to document physical transport of mail and payments. The logs shall provide space for a signature and time for each pickup or delivery to verify the courier actions.
- C.3.3.8 The Contractor shall ensure that their service agreement for courier services requires the courier to be fully bonded. The Contractor shall provide the name and bonding limits of the firm that it intends to use for courier services if selected.

C.3.4 Prepare Payments for Processing

- C.3.4.1** The Contractor shall pay the USPS directly for the annual rental of post office boxes required by the District for lockbox payments to ensure no lapse in access to the boxes, and shall provide proof of payment to the COTR on the date of payment. The bulk-mail nature of this PO Box requires bins of mail to be collected from the Main US Post Office each morning. It is not necessary to purchase an actual PO Box accessible by a key that is large enough to fit all of the potential mail. Currently, PO Box 2014, Washington DC 20013 is used by the District for all routine payments. PO Box 37038 is currently used for secondary collections payments. In the past, notices and correspondence directed citizens to mail payments for photo enforced tickets to PO Box 37075. This PO Box shall need to be monitored and collected by the lockbox Contractor during the life of the contract. It is possible during the contract period that other PO Boxes shall be required and the Contractor shall be required to pay for and provide documentation of payment to the DMV on the date of payment for these boxes. The courier who collects mail from the US Post Office shall be required to sign for any registered or special delivery mail. It shall be the Contractor's responsibility to ensure that any certified mail forms are completed and returned to the Post Office employee prior to leaving the Post Office.
- C.3.4.2 Mail that has been incorrectly placed into the District's PO Box shall be separated out prior to opening and returned to the Post Office the next morning for re-delivery. The volume of misdirected mail is very small.
- C.3.4.3 Any returned mail that is included in the pickup shall be separated out prior to opening and forwarded to the appropriate recipient (DMV or its designee or to the collections Contractor) no later than noon the day following receipt, bundled with the pickup date on a transmittal document.
- C.3.4.4 The Contractor shall use an automated envelope counter to count, slit open and batch unopened mail into logical, uniquely identified groups for processing. Photo-enforcement outside envelopes have either a blue or red stripe across the top of the envelope to make them easy to identify during sorting. Associated correspondence that is damaged during the opening process shall be repaired to ensure readability and to withstand automated scanning into the ticket processing system. Each batch of envelopes shall be tracked starting at the counting stage, including the staff assigned to the task, the payment receipt date, the batch identifier, and envelope count.
- C.3.4.5 The Contractor shall describe its proposed approach to assigning and tracking the batch identifier information. It is the District's intent to continue to use a set series of batch numbers ranging from 001 to 999 to identify the different types of payments processed. The full batch number consists of a combination of the payment type (notice payments are identified as 04N and ticket payments are identified as 04T), the Julian batch date, and the batch number. This full batch number shall be unique across all work performed during the contract. The Contractor shall describe its process for ensuring that each batch number is unique. The current batch numbering scheme is listed below but new types of batches may be added or other changes to the scheme may be made during the course of the contract. The District may add, delete or modify batch numbers and ranges during the course of the contract and the Contractor shall be able to modify its procedures, forms, and reports to accommodate this type of change within two weeks of notification by the DMV's Contracting Officer.

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Batch Number Range	Payment Type
050-065	Photo Enforcement Notice
066-080	Non-Photo Enforcement Notice
081-087	Collections Photo Enforcement Notice
088-095	Collections Non-Photo Enforcement Notice
400-430	Handheld Ticket
431-440	Hand Written Ticket
441-450	Photo Enforcement Ticket
501-524	Research Payments, Lobby Box Payments and Appeals Payments (Processed as Check- Only Payments)
525-526	Installment Plan Payments
544-545	Deposit Only as Unassigned
546-550	Fleet
770-790	Fleet
976-980	Deposit Only Fleet
990-993	Check Only Photo Enforcement
994-997	Check Only Non-Photo Enforcement
998	Mixed Photo and Non-Photo Enforcement

A sample full batch number would be 04N2008261050, where 04N is the type, which is a Notice, 2008261 is the Batch Date in Julian format (yyyymmdd) and the number is 050, which denotes a photo enforcement notice batch, as shown in the table above.

- C.3.4.6 All mail received from the US Post Office shall be given a payment receipt date of the day it was picked up. DMV drop box payments shall receive a batch number from a specific batch number range and are to be dated so as to ensure that the customers are credited with the payments on the date they were deposited in the Lobby Box. This is typically the prior business day. The Contractor shall describe how they intend to ensure that all mail received is given the appropriate payment receipt date.
- C.3.4.7 After the grouping of envelopes during mail opening is completed, processors shall work on the groups of envelopes to categorize the types of payments that shall be processed. These payment types have different scan lines and payment source documents. At the end of their processing of each group of envelopes, the processor should document the count for each payment type from his or her group and the total number of payments from the group of envelopes. These shall be put into batches for processing. The District may add or delete types of payments during the course of the contract and the Contractor shall be able to modify its procedures, forms, and reports to accommodate this type of change within two weeks of notification by the COTR.
- C.3.4.8 Payments of a similar type shall be batched together for processing. The Contractor shall ensure that tracking payments to the processor who completed the work is maintained during batching so that any errors that are detected can be traced to the processor. This is necessary to facilitate training or disciplinary actions. The Contractor shall describe their proposed methods to ensure accountability for this stage of processing.

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- C.3.4.9 After the payments have been extracted and categorized by type, the Contractor shall ensure that payments are reviewed prior to data and image capture to validate that the batch is ready for processing. The Contractor shall describe its proposed approach to the review step between the initial separation into types and the processing on the automated payment equipment.
- C.3.4.10 If an envelope contains correspondence, the letters “CWP” for “correspondence with payment” shall be written on the top middle of the first page of the correspondence. If there is no payment, the letters “CWOP” for “correspondence without payment” shall be written instead. All correspondence in one envelope shall be stapled together in a specified order to ensure that the associated pages remain together. If the ticket number is not listed on the correspondence but can be determined from an enclosed ticket or notice, the ticket number shall be written on the correspondence.
- C.3.4.11 The Contractor shall separately batch payments that contain mixed payments (one payment document identifying tickets that are deposited into separate deposit accounts). These payments shall use a separate batch range to clearly identify them for deposit and reporting.
- C.3.4.12 Sometimes, citizens send in payments that do not match the printed amount due on their notice. The Contractor shall be able to process these as ticket-level payments, since the receiving ticket systems can’t accept notice-level payments that aren’t for the full payment amount of the notice. The Contractor shall be given access to the ticket processing and collections systems to allow the research necessary to identify the ticket numbers and payment amounts to process a ticket-level payment. If the ticket and amount information can not be identified after research, the payment shall be returned as unacceptable to the citizen with an accompanying form letter. A copy of any mailed form letter accompanying a returned payment shall be retained in a suspend file, by mail date, so that any returned payment can be credited with the original payment receipt date. The Contractor shall provide examples of payments that they process that are similar to this scenario and shall describe how these payments are handled by their system to ensure that they are identified before update so they don’t reject.
- C.3.4.13 As soon as they are discovered by the processor, cash receipts shall be separated for exception processing and listed on a cash log, including the ticket number, tag or DLN number and state, date received, batch number, and the payment amount. They shall be batched with a unique batch number in a cash batch range and the payment source document shall be notated with the payment method. If cash receipts are deposited as cash, they shall be placed in a separate deposit bag and shall be stored in a secure safe until the time of daily deposit. Alternatively, the cash may be converted to a cashiers check and included in the regular deposit. The Contractor shall describe in detail their established method for handling cash receipts.
- C.3.4.14 Research shall be performed in the ticket processing system when necessary to ensure accurate application of a payment to the appropriate ticket record. Training on the web-based system will be provided by the DMV to a limited number of authorized users. The Contractor shall maintain a file of payments that can’t be processed the day they are received in a secured manner. These payments shall be tracked from the time they are identified by the payment processor through their final action. The documentation shall

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clearly identify from which payment batch the research items came and what was the resolution, which can include:

- a) processing the payment, using the original receipt date and a specified batch range
- b) returning the payment to the sender with an accompanying letter
- c) depositing the payment without update to the ticket processing system

- C.3.4.15 When the amount remitted on a collection notice does not match the amount on the scan line of the notice, the Contractor shall communicate, preferably by e-mail, with the DMV's collection Contractor to determine which ticket(s) should be credited prior to processing and updating the payment. If the DMV collection Contractor does not have direct access to the ticket system and requests a ticket copy or a printout of the detail screen pursuant to a customer inquiry, the Contractor shall print these documents from the ticket system and forward them to the collection Contractor for a per-item research fee to be negotiated with that Contractor.
- C.3.4.16 Payments for handwritten tickets require keying the vehicle plate number (tag) for parking tickets or the driver's license number (DLN) for moving tickets, including the issuing state. This ensures that the payment is posted to the correct owner of the ticket. The Contractor shall incorporate these data elements into their automated payment processing system for these payments. Sometimes, citizens send in payments before a ticket is posted to the ticket processing system. Ticket issuing agencies have a set period of time to submit their tickets. If a citizen sends in a payment without the payment source document, the ticket shall be treated as a research item. If the ticket is already posted on a parking or moving record, the tag or DLN can be captured and the payment processed. If the ticket is not on the system, the payment shall be placed in a secured location and researched each business day (up to 20 calendar days from initial receipt) until the ticket is posted to the ticket processing system. At that point, the payment shall be processed with the original payment receipt date and the correct payment processing date. If the ticket is not posted by the twentieth day, the payment shall be returned to the citizen with an appropriate form letter.
- C.3.4.17 Payments that are unacceptable for deposit (due to a missing signature, for example) or that cannot be associated with a ticket number shall be returned to the sender with an appropriate form letter. If the payment cannot be returned, it shall be deposited into the District's account using a specific batch number as unassigned to a specific ticket. The front of the payment document shall be stamped to show that it is an unassigned payment and include the batch information to facilitate research. A log of all unassigned payments, including copies of the payment document, shall be maintained and made available to the Contracting Officer upon request. The back of the payment documents shall be endorsed to include all available information including the batch date and number to facilitate payment research. The Contractor shall retain in secured storage, with each day's processing documents, a copy of each form letter mailed and the accompanying payment document.
- C.3.4.18 The Contractor shall process mail payments that are submitted with hearing appeal applications. The ticket number(s) that are associated with the hearing appeals shall be identified either on the appeal application or the remitted check or money order. The dollar amount that is remitted shall be the amount captured in processing. Completed appeal applications that are enclosed with the appeal payments are to be forwarded for imaging to the ticket processing Contractor.

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- C.3.4.19 The Contractor shall process mail payments that are submitted with payment coupons generated from the ticket system by fleet companies that are enrolled in the District's multi-vehicle adjudication program. These coupons will have the fleet company number identified on the scan line. Payments that match the dollar amount of the coupon shall be processed. Payments that do not match the dollar amount of the coupon shall be returned with a form letter to the fleet company.
- C.3.4.20 The Contractor may receive printouts or lists of tickets from companies which do not participate in the District's multi-vehicle adjudication program. Payments that match the total dollar amount identified on the ticket printouts or lists shall be processed. For payments that do not match, the payment shall be returned to the company.
- C.3.4.21 The Contractor shall process installment payments that are submitted by customers enrolled in the District's installment payment plan (IPP). The IPP number shall be identified either on the installment payment plan notice remitted with the payment or, if no notice is enclosed with the payment, on the check or money order. The IPP number shall be captured in order to connect the ticket payment to the tickets that were included in the IPP.
- C.3.4.22 After processing the payments, any correspondence that was handled through the lockbox for the DMV shall be delivered via bonded courier to the DMV or its designated agent according to the agreed upon schedule on the workday following receipt at the lockbox processing location, bundled, with the receipt date and envelope count on an accompanying transmittal form. Correspondence related to collections shall be forwarded or mailed to the address requested by the collections Contractor, bundled, with the receipt date and envelope count on an accompanying transmittal form.
- C.3.4.23 Since the collections component of the current contract shall not be part of this procurement, mail payments related to collections may be processed through this contract if the collections contractor can not deposit directly into the District's account. Collections payments account for approximately six percent (6 %) of mail payments processed.
- C.3.4.24 Notices mailed to citizens are sometimes returned as undeliverable. These sometimes include a forwarding address. These are referred to as "nixies". The PO Box that is listed on each outside envelope is picked up by the ticket processing Contractor. There is also a separate PO Box for correspondence, which would include any request for adjudication, and this PO Box is also handled by the ticket processing Contractor. Nevertheless, the lockbox will receive nixies and correspondence with approximately eight percent (8%) of the payments. These are separated from the payments and forwarded with transmittals to the ticket processing Contractor daily.
- C.3.4.25 Payments arrive at the lockbox with or without a payment source document (i.e., ticket or notice) and can arrive without sufficient identifying information. These payments require research in the ticket processing system to properly identify the ticket that is being paid and the correct amount for multiple tickets paid with a single check or money order. DMV provides web-based access to the ticket processing system for appropriate lockbox Contractor staff members. Some payments are unacceptable, either because they do not contain a valid payment document, such as an unsigned check, or because it is not possible to process the payment after research. These are returned to the sender. Misdirected mail is

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forwarded to the intended recipient. Some types of payments relate to DMV work, such as driving license permit reinstatement fees, and these are forwarded to DMV daily. Research payments account for approximately four percent (4%) of payments processed.

- C.3.4.26 Payments received in the lockbox for hand written tickets have the associated state and vehicle license plate or driver's license number captured as part of the payment transaction. If a payment is submitted without the actual ticket, it is researched in the ticket processing system to capture this data. If the ticket hasn't been submitted by the issuing officer, the payment is researched each subsequent day until the twentieth calendar day following receipt. If it isn't posted to the ticket processing system by that date, the payment is returned to the citizen with notification that the ticket is closed for non-submittal and doesn't require payment.
- C.3.4.26 Funds processed through this program are deposited into the District's bank accounts. Currently, the program has two accounts, one for DMV and one for MPD. The MPD account is used for the photo-enforced moving violations issued by the MPD. The DMV account is used for all other payments. Almost every day, payments arrive with one check or money order paying for a photo-enforced ticket and a non-photo enforced ticket. These are called mixed payments and are handled in a separate batch to facilitate tracking and reconciliation for the deposit of funds into the appropriate accounts. Mixed payments account for approximately one percent (1%) of received payments.
- C.3.4.27 Other types of payments that require separate batching include cash, certified and special delivery items, and unassignable payments, where the citizen has not provided enough information to process the payment or return it. Unassignable payments are logged and deposited and do not have a corresponding update to the ticket processing database.
- C.3.4.28 Data is captured for each payment and images are made of the associated documents. The data, images and an index file are sent to the ticket processing Contractor for update. Full handshake protocol for the transmission of the data and images is required. Deposits to the District's Bank of America accounts are made after balancing to the penny what will be updated to the ticket processing system. It is the District's desire that every payment received each day is updated and deposited the same day. This requires delivery of the prepared deposit 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. Deposit and reconciliation documentation is prepared and submitted to the designated District agencies the day following deposit. Daily reconciliation using update reports and bank statements (with monthly compilations) completes the documentation that all work was performed according to the contract requirements. Storage of all associated payment documents, including envelopes, is required for the life of the contract.
- C.3.4.29 The lockbox Contractor is responsible for ensuring that all payments received are handled according to the District's processing requirements, which are described above in detail in Section C.3, Requirements. Full documentation of each step of processing is required to ensure 100% accountability and a complete audit trail for each payment processed through the lockbox. The District requires that the Contractor for this program have significant previous experience managing and running a lockbox for a government jurisdiction with similar volumes and levels of complexity. No subcontracting shall be permitted for this contract.

C.3.5 Capture Payment Data and Images

C.3.5.1 Generally, most payments shall be associated with a source document. All parking and moving tickets are 9 or 10 numbers long and all photo-enforced violations are 9 numbers long and are prefaced by an alpha character. The last number for all tickets is a check digit. Parking and moving tickets use MOD-7 check digit logic and photo enforcement tickets use MOD-10 check digit logic. Handwritten tickets contain a scan line with the ticket number along their long edge. Tickets issued from a hand held ticket issuance device contain the ticket number and fine amount in their scan line. The Contractor's automated processing equipment shall capture data from ticket payments and clearly print this data as an endorsement on the back of each payment document and payment source document, including:

- a) transaction type (04T or 04N)
- b) batch date, which is the payment receipt date, in Julian format
- c) batch number (3 byte numeric)
- d) payment sequence number within the batch (3 byte numeric)
- e) data entry operator ID
- f) payment processing date, in Julian format
- g) ticket number
- h) payment amount
- i) method of payment, such as check, money order, or cash
- j) deposit and account information

C.3.5.2 Notices have a scan line that contains information that allows the ticket processing and collections Contractors to determine which tickets are associated with the notice. This typically includes a code to show it is a District payment, the notice type, the notice date, a sequence number, and sometimes the first ticket number on the notice. Some notices have less information, such as those related to fleet payments or installment payment plans. The Contractor's automated processing equipment shall capture data from notice payments and clearly print this data as an endorsement on the back of each payment document and payment source document, including:

- a) transaction type (04T or 04N)
- b) batch date, which is the payment receipt date, in Julian format
- c) batch number (3 byte numeric)
- d) payment sequence number within the batch (3 byte numeric)
- e) data entry operator ID
- f) payment processing date, in Julian format
- g) notice scan line data
- h) payment amount
- i) method of payment, such as check, money order, or cash
- j) deposit and account information

C.3.5.3 Captured data shall undergo a field-by-field check for each transaction against table edit criteria such as account code, check digit, method of payment, and invalid ticket number. Validation of the payment document amount against the payment source document amount shall take place on the remittance processing machine, with the operator providing manual

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validation in cases where a discrepancy is noted. A record shall not be able to be processed until each field is validated. The Contractor shall describe how their proposed remittance processor ensures this validation.

- C.3.5.4 The Contractor is responsible for maintaining the ink levels and print heads to maximize the clarity of any endorsement printed by their machinery. The Contractor shall include actual endorsements from the system they propose using for this contract in their bid response.
- C.3.5.5 While every effort shall be made to standardize notice and ticket scan lines during the course of the contract, it is essential that the Contractor's automated payment system accommodate new payment types, including new notices or tickets with different scan lines, with no more than a two week set-up following notification by the DMV's Contracting Officer, including testing and verification. The Contractor shall describe how their system accommodates new set-ups. The ticket processing and collection Contractors will participate in the testing and verification protocols to ensure that any new payment formats and file transfers are working before they are implemented.
- C.3.5.6 The Contractor shall capture all required fields for each payment type into an electronic file. The system used shall require initial input of information about the batch to enable the system to ensure that the correct information is captured, the edits are accurate, the endorsements are correct, and the output file represents the payments processed. The Contractor shall describe in detail the system that they shall use to perform the electronic capture of payment data, including samples of data capture screens and output reports using the proposed solution.
- C.3.5.7 The Contractor shall electronically image the front and back of payment documents (including the endorsement), the front of payment source documents, and the front of the envelopes. Imaging shall occur at the same time the payment and source documents are being processed and the imaging shall be clear and of sufficient contrast to be easily read. Automated processing equipment shall ensure that captured images are indexed to their associated ticket or notice records. Files transferred to the ticket processing Contractor shall include all images associated with a ticket or notice payment. The Contractor shall provide examples of work they have performed where data and images were captured so they could be viewed together at a later time.
- C.3.5.8 The Contractor shall use encoding equipment to MICR-encode the dollar value of each payment on payment documents and batch header documents.
- C.3.5.9 Any field that shall be keyed by the operator shall be double-blind keyed. For example, for ticket-level payments where the ticket number can not be read by the payment processing machine, the Contractor shall ensure that the operator is required to double-blind key the ticket number during processing. If these tickets also require entry of the tag or DLN, those fields shall also be double keyed, including the state.
- C.3.5.10 The Contractor shall document that the payment count and amount processed through the remittance processing machine balances to the processor's count and amount for every batch handled each day. If payments are moved from one batch to another, such as for re-keyed rejected payments, the Contractor's system and reports shall be able to show the count and amounts deducted from the original batch and show to which new batch the payments were

moved. This is critical to ensure that at any time, when system reports are run from the remittance processor, the batch-level counts and dollar amounts exactly match the physical batch documents.

- C.3.5.11 The Contractor, upon request of the COTR, shall re-program its remittance processing machine without additional charge to accommodate new batch types, revised ticket or notice formats, batch ranges or numbering schemes. The Contractor shall test any new or revised ticket or notice, upon request of the COTR, to ensure that processing will be successful, without additional charge. The Contractor shall perform research into disputed payments including retrieval of stored documents if necessary, at the request of the COTR or other DMV official, without additional charge.

C.3.6 Deposit Funds

- C.3.6.1 After each batch is run through the remittance processor, the Contractor shall run at least two separate calculator tapes for each document stack to validate the comparison of payment source document totals to payment document totals. For notice-based batches, the printed amount due shall be used to tabulate the batch total. The calculator tape totals shall be compared to the remittance processor totals. Each calculator tape shall be noted with the batch date, batch number, and initials of the person who ran the tape. Only fully-balanced batches shall be prepared for deposit. The Contractor shall describe its balancing strategies to demonstrate their understanding of the typical reasons payments and source documents do not reconcile and what steps they would take to identify the reason the batch isn't balancing and what steps would be taken to resolve each of the reasons.
- C.3.6.2 The Contractor shall provide secure clear plastic bags with unique serial numbers, which adhere to the District's depository institution's requirements, to contain the funds and deposit documents to be picked up daily by a bonded armored delivery service.
- C.3.6.3 Deposits shall only be made to the District's accounts for this program. Parking and moving ticket payments are deposited into a DMV bank account and photo enforcement ticket payments are deposited into a Metropolitan Police Department (MPD) bank account. Separate deposit bags shall be prepared for each ticket type, i.e. parking and moving ticket payments shall be in one bag and photo enforcement payments shall be in another bag. Any mixed batches shall be included on the DMV account's deposit slip with specific notations that shall enable later transfer of funds between the accounts by the District. Mixed batches should be separately notated on the revenue receipt document and bank deposit slip. These payments are validated by a report that is generated the next morning by the ticket processing Contractor's system.
- C.3.6.4 The Contractor shall adhere to the deposit requirements for the District's depository institution, which is currently Bank of America. If the District changes its depository institution, the Contractor shall accommodate any resulting changes in processing as a result. The Contractor shall complete, according to District instructions, and include in each deposit bag a deposit slip listing the total deposit, each batch number, and the value of the batch; the District's revenue receipt document; and the actual payment documents. The Contractor shall maintain documentation for each day's deposit and for each deposit bag, including:

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- a) the tear-off from the bag that contains the unique serial number
- b) the machine tapes for each batch showing the total dollar amount of the batch and the number of documents in each batch
- c) a bank deposit slip
- d) the District's revenue receipt
- e) the Bank of America deposit statement showing the amount credited to the District's accounts (these shall be sent to the Contractor from the District daily via email)

C.3.6.5 Completed, sealed deposit bags are to be delivered to the District's designated financial institution by 5:00 p.m. of the same day the payments were received and processed.

C.3.7 Transmit Data and Images

C.3.7.1 The Contractor shall transmit to the ticket processing and collections systems, during an evening batch process, files of batches for payments received and processed that day (or per the agreed upon schedule for exceptions). The transmission deadline for the ticket processing and collection systems is 7:00 pm EST. The file shall contain ticket-level and notice-level batches containing payment information, including the data elements described in previous sections of this document. The Contractor shall also transmit by the same deadline an image file, with each image indexed to a specific ticket or notice record. The file layout and format shall be established during implementation.

C.3.7.2 The Contractor shall coordinate file transfers with the ticket processing and collections Contractors. Currently, FTP is used incorporating industry standard encryption methods and techniques. Whatever process is recommended by the Contractor shall be agreeable to the ticket processing and collections Contractors and approved by the DMV.

C.3.7.3 The transmission shall include handshake protocols and documentation that shall enable the DMV's contract technical representative (COTR) to validate the next morning that each transaction was successfully transmitted and when it was transmitted. The Contractor shall describe its specific experience transmitting data and images and the documentation it uses to validate the transmission and receipt.

C.3.7.4 The Contractor shall describe the scope, technologies and tools, and method for transmitting data and images to the ticket processing and collections systems within 60 days following contract award.

C.3.7.5 The Contractor shall identify and describe, within 60 days following contract award, the necessary actions to be performed to enable the lockbox to continue day-to-day operations by ensuring the availability of critical systems and continual processing in an emergency situation.

C.3.8 Perform Balancing and Reconciliation

C.3.8.1 The Contractor shall provide full accountability for all transactions processed, including ensuring that processing is scheduled in the correct sequence, that batch processing is completed successfully and in the correct order, that transactions and associated funds for the transactions are reconciled and accurately transmitted to the ticket processing and collection systems, that all production management reports on system transactions are

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accurate, and that data is processed correctly. The Contractor shall describe situations where they have managed control and reconciliation tasks from intake through final update.

- C.3.8.2 The Contractor shall utilize a daily control process to document and track all envelopes, payments, and associated documents received, by processing stage, through final update and deposit, including research items. All supporting documents related to all events for envelopes received on a single workday shall be kept with that day's daily control documentation. If payments are pulled out for research purposes, the documentation regarding the results of the research shall be maintained with the original payment date's daily control documentation. The Contractor shall provide samples of processes and documentation that demonstrate an understanding of this requirement.
- C.3.8.2 The Contractor shall store data for each payment processed to enable the DMV's Contracting Officer or his or her designee to verify that each batch, payment, and image processed by their equipment was transmitted to the ticket processing and collection systems. The data shall be available for review electronically upon request.
- C.3.8.3 The Contractor shall compare the dollar amounts deposited to the dollar amounts reflected on the District's bank account statement for each deposit day and reconcile any differences. If the Contractor does not deposit all monies collected, does not accurately reflect the deposit value on the deposit documents, or if the Contractor has any shortages at the end of the processing day, the Contractor shall report this to the COTR by the close of the business day following receipt of the Bank of America statement. If the Contractor believes the discrepancy has been caused by the depository institution, it should provide evidence to support that claim. The Contractor shall be expected to deposit an amount equal to the discrepancy into the District's account within one business day following DMV approval.
- C.3.8.4 The Contractor shall reimburse the District for any penalties assessed to the DMV by the District's contracted financial institution for lockbox processing deficiencies, such as checks deposited that are not reflected on deposit slips or non-readable MICR-encoded scan lines. Spreadsheets listing these charges shall be transmitted to the Contractor monthly and reimbursement for these charges shall appear on the monthly invoice following notification.
- C.3.8.5 The Contractor shall semi-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 audit shall include the effectiveness of lockbox controls, compliance with established written procedures, error detection and correction procedures, and adequacy of the daily reconciliation and reporting process. The Contractor shall be responsible for the cost of the audit; however, the audit firm shall be approved by the COTR. The Contractor shall submit with their proposal the proposed audit firm and their qualifications for and experience with performing this type of audit.
- C.3.8.6 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.3.9 Provide Reports and Documentation

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- C.3.9.1 By 12:00 noon of each business day following receipt of payments, the Contractor shall email images of the following documents/materials to the Office of Finance and Treasury, Office of the Manager of Accounting Operations and to the DMV's COTR or his or her designee, for the prior workday's processing:
- a) batch header document listing deposited batches, with batch date, batch number, payment count, batch dollar value, totals, and date of deposit
 - b) completed and validated bank deposit slips
 - c) completed District revenue receipt document, which shall separately list amounts processed that are attributable to the DMV Revenue Accounts and the MPD Revenue Accounts.
- C.3.9.2 By 12:00 noon of each business day, a report detailing the number of envelopes received that day and the count of envelopes put into each group for processing shall be emailed to the DMV's COTR or his or her designee.
- C.3.9.3 Reports that document the update of payments and images by the ticket processing and collections Contractors shall be available by 7:00 a.m. the day following transmission to authorized Contractor users. These reports detail the successful update count and amount for each batch received from the Contractor. If any record is rejected, sufficient information will be available on the reports to enable the Contractor to research and correct the payments. These reports shall be used as the basis for the service level agreements related to update of payments to the ticket processing system.
- C.3.9.4 By 5:00 p.m. each business day, a summary sheet in Excel with transaction processing data for payments processed the prior day should be emailed to the DMV's COTR or his or her designee. It should include the number of envelopes received, the count by payment types they were placed into, the count and amount captured by the remittance processing machine for each batch type, the amount deposited, the count and amount updated to the ticket processing and collection systems, the images captured and updated to the systems, and any research items in process. The document should validate that all work received has been properly deposited and updated. If any work remains unfinished by the time the report is completed, an updated version of the daily control process summary sheet should be provided as soon as it is available.
- C.3.9.5 By noon of the day following processing, an e-mail to the COTR listing the number of payment records and number of image records transmitted to the ticket processing Contractor the previous evening.
- C.3.9.6 By the 10th workday following the end of each month, for the previous month's work, the signed monthly account invoice shall be submitted to the COTR, to include account name, contract number, month of service, service description, number of payments processed by type, fixed fee per item, adjustments if any, and total charges. The invoice shall be supported by the update reports from the ticket processing Contractor showing that the batches processed successfully updated for the count and amount documented, copies of the depository institution's bank statement showing that the funds were deposited, copies of the revenue receipt documents provided daily to the Office of the Chief Financial Officer, reconciliation documentation showing that all payments received were processed, a lockbox

statistical report detailing the count and amount processed by type of source document, a daily deposit summary, and table displaying any credits subtracted from the invoice amount due to failure to meet contractual update requirements. All submitted documents and detailed backup data shall be provided in electronic format, submitted on a CD to the COTR at the time of invoice submittal.

C.3.10 Store Documents

- C.3.10.1 Complete reconciliation documentation packages shall be stored by payment receipt date and made available for review and audit at the time and discretion of the District.
- C.3.10.2 The Contractor shall prepare daily reconciliation packages that include all documents prepared or generated to support the daily processing and deposit activity and the daily bank statements, and store these packages in a secure facility for the term of the contract, including option years. The Contractor's document control process shall include a method to monitor the contents, location, age, and destruction status of each document. The storage facility shall be suitable for paper storage, including temperature and humidity range controls. The Contractor shall describe the facility and its attributes that it intends to use for this contract and its proposed methods to manage document storage and transfer.
- C.3.10.3 The Contractor shall also store payment documents identified in C.3.10.2 that were processed and stored in the previous contract until such time as the COTR or designee advises that these documents can be destroyed.
- C.3.10.4 The Contractor shall retain original transaction documentation for 90 days before moving to storage, to facilitate payment research on current payments.
- C.3.10.5 The Contractor shall retrieve off-site documents within two working days of request.

C.3.11 Transition Plan from Current Contractor

- C.3.11.1 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 and collections Contractors
 - g) define milestones and timetable
 - h) finalize reporting requirements and report delivery methods
- C.3.11.2 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 all forms, copies of reports, any other inputs and outputs, flowcharts describing the work performed, job descriptions, the layout of the facility including security features, and detailed instructions for each step of the process. Following submittal of the document, DMV staff shall review the material and shall perform testing to ensure that it matches the actual process, that the forms are correct, that the inputs and outputs are accurate, and that the reconciliation works as described and validates successful update and deposit. Following any modifications to the document based on this testing, this document shall show that the procedures have been tested and are fully operational prior to the go live date.

C.3.11.3 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, within 60 days following contract award. The project plan shall incorporate the stated timeline for transition, including facilities, staff, security, remittance processing machinery, procedures manual and training materials, deposit, 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.3.11.4 The Contractor shall document the turnover of all Lockbox functionality for production processing within 90 days from the date of contract award. The Contractor shall also certify that the Lockbox process is delivered in accordance with specifications and requirements and is ready for production.

C.3.12 Quality Assurance and Credits for Failing to Meet Standards

C.3.12.1 Financial credits shall apply for failure to meet the following work production requirements:

- a) Failure to make a daily deposit: \$100 for the first occurrence in a given month, and \$500 for each successive occurrence;
- b) Failure to transmit a daily ticket payment file or daily image file to the ticket processing Contractor: \$100 per batch, with a maximum of \$500 in a given day, for each workday the file is not transmitted;
- c) Rejected transactions that require correction by DMV: \$20 per incident; and
- c) Keying errors resulting in payments to the wrong ticket number(s) that are subsequently corrected by DMV: \$10 per incident.

C.3.12.2 The Contractor shall list all credits to be subtracted from the invoice on a table submitted with each invoice.

C.3.12.3 The Contractor shall review the skeleton ticket screen in the ticket processing system on a daily basis to determine if any tickets were added to the screen as a result of a mis-applied payment. A mis-applied payment refers to a payment erroneously applied to another ticket number which has yet to be issued to a vehicle. If any mis-applied payments are identified, the Contractor shall notify the DMV Back Office payments supervisor so that the payment can be adjusted to the correct ticket.

C.3.13 TESTING

The Contractor shall describe a comprehensive approach, method, and lifecycle for all 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

No later than thirty (30) days before the close-out of the contract, the Contractor shall review with the COTR all project-related materials to prepare a disposition plan for the contract closeout.

SECTION D: PACKAGING AND MARKING

- D.1** The packaging and marking requirements for this contract shall be governed by clause number (2), Shipping Instructions-Consignment, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated March 2007. (Attachment J.1)

SECTION E: INSPECTION AND ACCEPTANCE

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

E.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.2.1 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.2.2 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.2.3 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 (3), **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

F.3.1 Where documents are required from the Contractor, five (5) printed copies of written documents or other evidence of deliverables shall be provided to the COTR using standard Microsoft Office Suite applications. The deliverable document shall be accompanied by an electronic copy on CD.

F.3.2 If documents are prepared in PowerPoint or other graphical presentation, the deliverable shall include the required formats (printed + electronic copy of originals file) PLUS an additional electronic file which has been converted to a format suitable for electronic distribution (example PDF format).

F.3.3 Copies shall be filed both with the OCTO Program Manager for incorporation into the overall program files and with the COTR for delivery verification.

F.3.4 Electronic and paper documents, forms, and background materials secured as part of this contract shall be considered the property of the District of Columbia. The Contractor shall periodically review these resource materials with the COTR to establish file and retention plans.

F.3.5 No later than thirty (30) days before the close-out of the contract, the Contractor shall review with the COTR all project-related materials to prepare a disposition plan for the closeout.

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F.3.6 Deliverables

No.	SOW Section	Deliverable	Quantity & format	Due Date	To Whom
1	C.3.2.1.3	Staffing Plan	Hard copies, graphic	With proposal	OCP
2	C.3.2.2	Organization Chart	Hard copies, graphic	With proposal	OCP
3	C.3.2.3	Position Descriptions	Hard copies, Word	With proposal	OCP
4	C.3.2.4.3	Training Plan	Hard copies & Softcopies, Word	60 days after award	COTR
5	C.3.4.1	Proof of post office box payments	Hard copies, Word	When paid	COTR
6	C.3.4.22	Correspondence with or without payment	n/a	Daily	Ticket processing Contractor
7	C.3.4.25	Misdirected mail	n/a	Daily	DMV Back Office
8	C.3.4.28	Daily bank deposits with documentation	n/a	Daily	Bank of America
9	C.3.7.1	File transfer of payments and images	Electronic file	Daily	Ticket Processing and Collections contractors
10	C.3.7.4	Automated Interface Plan	Hard copies & Soft copies, Word	60 days following award	COTR
11	C.3.7.5	Rollback and Contingency Plan	Hard copies & Soft copies, Word	60 days following award	COTR
12	C.3.8.3	Shortage report	Hard copies & Softcopies	By close the of business day	COTR
13	C.3.8.5	Audit report	Hard copies & softcopy	Within 30 days of the report's filing	COTR
14	C.3.9.1	Deposit documentation	Hard copies	Daily	Treasurer and COTR
15	C.3.9.2	Envelopes count	Email	By 12:00 noon of each business day	COTR
16	C.3.9.4	Daily processing transactions Summary Sheet	Email	By 5:00 pm each business day	COTR
17	C.3.9.5	Confirmation of	Email	By 12:00 noon	COTR

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		transmitted images		of each business day	
18	C.3.9.6	Invoice for previous month's work, accompanied by supporting documents identified in C.3.9.6	Hard copies & softcopy	10 th of the following month	COTR
19	C.3.11.2	Procedures manual	Hard copies & softcopy	60 days from award date	COTR
20	C.3.11.3	Implementation Project Plan	Hard copies & Soft copies	60 days from award date	COTR
21	C.3.11.4	Production Turnover and Certification	Hard copies & Soft copies	90 days from award date	CO and COTR

F.3.7 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 30th 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:

Sheila Wallace, Manager
Accounts Payable Division
DC Department of Public Works
2000 14th St., NW, sixth floor
Washington, DC 20009

- G.2.2** To constitute a proper invoice, the Contractor shall submit the following information on the invoice:
- G.2.2.1** Contractor's name, federal tax ID and invoice date (date invoices as of the date of mailing or transmittal);
- G.2.2.2** Contract number and invoice number;
- G.2.2.3** Description, price, quantity and the date(s) that the supplies or services were delivered or performed;
- G.2.2.4** Other supporting documentation or information, as required by the Contracting Officer;
- G.2.2.5** Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;
- G.2.2.6** Name, title, phone number of person preparing the invoice;
- G.2.2.7** Name, title, phone number and mailing address of person (if different from the person identified in G.2.2.6 above) to be notified in the event of a defective invoice; and
- G.2.2.8** Authorized signature.

G.3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT

- G.3.1** For contracts subject to the 51% District Residents New Hires Requirements and First Source Employment Agreement requirements, final request for payment must be accompanied by the report or a waiver of compliance discussed in section H.5.5.
- G.3.2** No final payment shall be made to the Contractor until the 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

Contract pricing shall consist of a fixed price per payment processed, imaged, deposited, and updated to the ticket processing database. Only payments updated to the ticket processing database in a given month are eligible to be included on the Contractor's invoice. Payments received on the last day of a month that update in a subsequent month shall be included on the subsequent month's invoice. The definition of a payment for pricing considerations shall include 1) ticket-level payments where a single ticket is paid and updated by the ticket number; 2) notice-level or fleet payment coupon payments where a single notice is paid and updated by the notice scan line, where the notice may include more than one ticket; and 3) check-only payments where a single check is being submitted for deposit of previously updated ticket payments. Examples of these payment types should each be considered one payment for pricing determination.

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 3rd day after the required payment date for meat or a meat product;
 - b) the 5th day after the required payment date for an agricultural commodity; or
 - c) the 15th 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 3rd day after the required payment date for meat or a meat product;
 - b) the 5th day after the required payment date for an agricultural commodity; or
 - c) the 15th 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 4th Street, NW, Suite 700S
Washington, DC 20001
202-727-0252
Jim.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;

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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, Room 1025
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:

1. Award, agree to, or sign any contract, delivery order or task order. Only the CO shall make contractual agreements, commitments or modifications;
2. Grant deviations from or waive any of the terms and conditions of the contract;
3. Increase the dollar limit of the contract or authorize work beyond the dollar limit of the contract,
4. Authorize the expenditure of funds by the Contractor;
5. Change the period of performance; or
6. Authorize the use of District property, except as specified under the contract.

G.9.4 The Contractor will be fully responsible for any changes not authorized in advance, in writing, by the CO; may be denied compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

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.

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, employees or subcontractors, either during or after expiration or termination of the contract, make any statement, or issue any material, for publication through any medium of communication, bearing on the work performed or data collected under this contract.

H.4 FREEDOM OF INFORMATION ACT

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

- (1) The first source for finding employees to fill all jobs created in order to perform this contract shall be the DOES; and
- (2) The first source for finding employees to fill any vacancy occurring in all jobs covered by the First Source Employment Agreement shall be the First Source Register.

H.5.3 The Contractor shall submit to DOES, no later than the 10th of each month following execution of the contract, a First Source Agreement Contract Compliance Report (“contract compliance report”) to verify its compliance with the First Source Agreement for the preceding month. The contract compliance report for the contract shall include the:

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

H.5.4 If the contract amount is equal to or greater than \$100,000, the Contractor agrees that 51% of the new employees hired for the contract shall be District residents.

H.5.5 With the submission of the Contractor’s final request for payment from the District, the Contractor shall:

- (1) Document in a report to the CO its compliance with section H.5.4 of this clause; or
- (2) Submit a request to the CO for a waiver of compliance with section H.5.4 and include the following documentation:

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- (a) Material supporting a good faith effort to comply;
- (b) Referrals provided by DOES and other referral sources;
- (c) Advertisement of job openings listed with DOES and other referral sources; and
- (d) Any documentation supporting the waiver request pursuant to section H.5.6.

H.5.6 The CO may waive the provisions of section H.5.4 if the CO finds that:

- (1) A good faith effort to comply is demonstrated by the Contractor;
- (2) The Contractor is located outside the Washington Standard Metropolitan Statistical Area and none of the contract work is performed inside the Washington Standard Metropolitan Statistical Area which includes the District of Columbia; the Virginia Cities of Alexandria, Falls Church, Manassas, Manassas Park, Fairfax, and Fredericksburg, the Virginia Counties of Fairfax, Arlington, Prince William, Loudoun, Stafford, Clarke, Warren, Fauquier, Culpeper, Spotsylvania, and King George; the Maryland Counties of Montgomery, Prince Georges, Charles, Frederick, and Calvert; and the West Virginia Counties of Berkeley and Jefferson.
- (3) The Contractor enters into a special workforce development training or placement arrangement with DOES; or
- (4) DOES 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 and any of its subcontractors shall comply with Section 504 of the Rehabilitation Act of 1973, as amended. This Act prohibits discrimination against disabled people in federally funded programs and activities. See 29 U.S.C. § 794 *et seq.*

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

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

H.8 WAY TO WORK AMENDMENT ACT OF 2006

- H.8.1** Except as described in H.8.8 below, the Contractor shall comply with Title I of the Way to Work Amendment Act of 2006, effective June 8, 2006 (D.C. Law 16-118, D.C. Official Code §2-220.01 *et seq.*) (“Living Wage Act of 2006”), for contracts for services in the amount of \$100,000 or more in a 12-month period.
- H.8.2** The Contractor shall pay its employees and subcontractors who perform services under the contract no less than the current living wage published on the OCP website at www.ocp.dc.gov.
- H.8.3** The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to pay its employees who perform services under the contract no less than the current living wage rate.
- H.8.4** The DOES may adjust the living wage annually and the OCP will publish the current living wage rate on its website at www.ocp.dc.gov.
- H.8.5** The Contractor shall provide a copy of the Fact Sheet attached as J.6 to each employee and subcontractor who performs services under the contract. The Contractor shall also post the Notice attached as J.5 in a conspicuous place in its place of business. The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to post the Notice in a conspicuous place in its place of business.
- H.8.6** The Contractor shall maintain its payroll records under the contract in the regular course of business for a period of at least three (3) years from the payroll date, and shall include this requirement in its subcontracts for \$15,000 or more under the contract.
- H.8.7** The payment of wages required under the Living Wage Act of 2006 shall be consistent with and subject to the provisions of D.C. Official Code §32-1301 *et seq.*
- H.8.8** The requirements of the Living Wage Act of 2006 do not apply to:
- (1) Contracts or other agreements that are subject to higher wage level determinations required by federal law;
 - (2) Existing and future collective bargaining agreements, provided, that the future collective bargaining agreement results in the employee being paid no less than the established living wage;
 - (3) Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
 - (4) Contracts for services needed immediately to prevent or respond to a disaster or eminent threat to public health or safety declared by the Mayor;
 - (5) Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services; provided that the trainees do not replace employees subject to the Living Wage Act of 2006;
 - (6) An employee under 22 years of age employed during a school vacation period, or enrolled as a full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than 25 hours per week; provided that he or she does not replace employees subject to the Living Wage Act of 2006;

- (7) Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District;
- (8) Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to section 501(c)(3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68A Stat. 163; 26 U.S.C. § 501(c)(3));
- (9) Medicaid provider agreements for direct care services to Medicaid recipients, provided, that the direct care service is not provided through a home care agency, a community residence facility, or a group home for mentally retarded persons as those terms are defined in section 2 of the Health-Care and Community Residence Facility, Hospice, and Home Care Licensure Act of 1983, effective February 24, 1984 (D.C. Law 5-48; D.C. Official Code § 44-501); and
- (10) Contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

H.8.9 The Mayor may exempt a contractor from the requirements of the Living Wage Act of 2006, subject to the approval of Council, in accordance with the provisions of Section 109 of the Living Wage Act of 2006.

H.9 SUBCONTRACTING 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 21st 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. 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.10.4 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.

H.10.4.1 KEY PERSONNEL

The Key Personnel specified in Section C.3.5.2.1 are considered to be essential to the work being performed hereunder. Contractor shall notify the COTR and the CO in writing of any resignations, terminations, vacancies, and replacements of Key Personnel within two (2) Business Days. Key Personnel positions that remain vacant for sixty (60) days or more are subject to the penalty provisions found in Section G.12. Prior to diverting any of the specified Key Personnel for any reason, the Contractor shall notify the COTR and the Contracting Officer 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 Contracting Officer for any proposed substitution of Key Personnel. Contractor shall identify Key Personnel in the spaces below:

Name	Position
	Operations Director
	Lockbox Manager
	Technology Manager

H.11 CRIMINAL BACKGROUND AND TRAFFIC RECORDS CHECKS FOR CONTRACTORS THAT PROVIDE DIRECT SERVICES TO CHILDREN OR YOUTH

H.11.1 A contractor that provides services as a covered child or youth services provider, as defined in section 202(3) of the Child and Youth, Safety and Health Omnibus Amendment Act of 2004, effective April 13, 2005 (D.C. Law 15-353; D.C. Official Code § 4-1501.01 *et seq.*), as amended (in this section, the “Act”), shall obtain criminal history records to investigate persons applying for employment, in either a compensated or an unsupervised volunteer position, as well as its current employees and unsupervised volunteers. The Contractor shall request criminal background checks for the following positions:

_____ [See Section C.3.2.1.2 b.](#)

H.11.2 The Contractor shall also obtain traffic records to investigate persons applying for employment, as well as current employees and volunteers, when that person will be required to drive a motor vehicle to transport children in the course of performing his or her duties. The Contractor shall request traffic records for the following positions:

Not Applicable._____.

H.11.3 The Contractor shall inform all applicants requiring a criminal background check that a criminal background check must be conducted on the applicant before the applicant may be offered a compensated position or an unsupervised volunteer position.

H.11.4 The Contractor shall inform all applicants requiring a traffic records check that a traffic records check must be conducted on the applicant before the applicant may be offered a compensated position or a volunteer position.

H.11.5 The Contractor shall obtain from each applicant, employee and unsupervised volunteer:

- (A) a written authorization which authorizes the District to conduct a criminal background check;

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- (B) a written confirmation stating that the Contractor has informed him or her that the District is authorized to conduct a criminal background check;
- (C) a signed affirmation stating whether or not they have been convicted of a crime, pleaded nolo contendere, are on probation before judgment or placement of a case upon a stet docket, or have been found not guilty by reason of insanity, for any sexual offenses or intra-family offenses in the District or their equivalent in any other state or territory, or for any of the following felony offenses or their equivalent in any other state or territory:
 - (i) Murder, attempted murder, manslaughter, or arson;
 - (ii) Assault, assault with a dangerous weapon, mayhem, malicious disfigurement, or threats to do bodily harm;
 - (iii) Burglary;
 - (iv) Robbery;
 - (v) Kidnapping;
 - (vi) Illegal use or possession of a firearm;
 - (vii) Sexual offenses, including indecent exposure; promoting, procuring, compelling, soliciting, or engaging in prostitution; corrupting minors (sexual relations with children); molesting; voyeurism; committing sex acts in public; incest; rape; sexual assault; sexual battery; or sexual abuse; but excluding sodomy between consenting adults;
 - (viii) Child abuse or cruelty to children; or
 - (ix) Unlawful distribution of or possession with intent to distribute a controlled substance;
- (D) a written acknowledgement stating that the Contractor has notified them that they are entitled to receive a copy of the criminal background check and to challenge the accuracy and completeness of the report; and
- (E) a written acknowledgement stating that the Contractor has notified them that they may be denied employment or a volunteer position, or may be terminated as an employee or volunteer based on the results of the criminal background check.

H.11.6 The Contractor shall inform each applicant, employee and unsupervised volunteer that a false statement may subject them to criminal penalties.

H.11.7 Prior to requesting a criminal background check, the Contractor shall provide each applicant, employee, or unsupervised volunteer with a form or forms to be utilized for the following purposes:

- (A) To authorize the Metropolitan Police Department (MPD), or designee, to conduct the criminal background check and confirm that the applicant, employee, or unsupervised volunteer has been informed that the Contractor is authorized and required to conduct a criminal background check;
- (B) To affirm whether or not the applicant, employee, or unsupervised volunteer has been convicted of a crime, has pleaded nolo contendere, is on probation before judgment or placement of a case upon a stet docket, or has been found not guilty by reason of insanity for any sexual offenses or intra-family offenses in the District or their equivalent

in any other state or territory of the United States, or for any of the felony offenses described in paragraph H.11.5(C);

- (C) To acknowledge that the applicant, employee, or unsupervised volunteer has been notified of his or her right to obtain a copy of the criminal background check report and to challenge the accuracy and completeness of the report;
- (D) To acknowledge that the applicant may be denied employment, assignment to, or an unsupervised volunteer position for which a criminal background check is required based on the outcome of the criminal background check; and
- (E) To inform the applicant or employee that a false statement on the form or forms may subject them to criminal penalties pursuant to D.C. Official Code §22-2405.

H.11.8 The Contractor shall direct the applicant or employee to complete the form or forms and notify the applicant or employee when and where to report to be fingerprinted.

H.11.9 Unless otherwise provided herein, the Contractor shall request criminal background checks from the Chief, MPD (or designee), who shall be responsible for conducting criminal background checks, including fingerprinting.

H.11.10 The Contractor shall request traffic record checks from the Director, Department of Motor Vehicles (DMV) (or designee), who shall be responsible for conducting traffic record checks.

H.11.11 The Contractor shall provide copies of all criminal background and traffic check reports to the COTR within one business day of receipt.

H.11.12 The Contractor shall pay for the costs for the criminal background and traffic record checks, pursuant to the requirements set forth by the MPD and DMV. The District shall not make any separate payment for the cost of criminal background and traffic record checks.

H.11.13 The Contractor may make an offer of appointment to, or assign a current employee or applicant to, a compensated position contingent upon receipt from the CO of the COTR's decision after his or her assessment of the criminal background or traffic record check.

H.11.14 The Contractor may not make an offer of appointment to an unsupervised volunteer whose position brings him or her into direct contact with children until it receives from the contracting officer the COTR's decision after his or her assessment of the criminal background or traffic record check.

H.11.15 The Contractor shall not employ or permit to serve as an unsupervised volunteer an applicant or employee who has been convicted of, has pleaded nolo contendere to, is on probation before judgment or placement of a case on the stet docket because of, or has been found not guilty by reason of insanity for any sexual offenses involving a minor.

H.11.16 Unless otherwise specified herein, the Contractor shall conduct periodic criminal background checks upon the exercise of each option year of this contract for current employees and unsupervised volunteer in the positions listed in sections H.11.1 and H.11.2.

- H.11.17**An employee or unsupervised volunteer may be subject to administrative action including, but not limited to, reassignment or termination at the discretion of the COTR after his or her assessment of a criminal background or traffic record check.
- H.11.18**The COTR shall be solely responsible for assessing the information obtained from each criminal background and traffic records check report to determine whether a final offer may be made to each applicant or employee. The COTR shall inform the CO of its decision, and the CO shall inform the Contractor whether an offer may be made to each applicant.
- H.11.19**If any application is denied because the COTR determines that the applicant presents a present danger to children or youth, the Contractor shall notify the applicant of such determination and inform the applicant in writing that she or he may appeal the denial to the Commission on Human Rights within thirty (30) days of the determination.
- H.11.20**Criminal background and traffic record check reports obtained under this section shall be confidential and are for the exclusive use of making employment-related determinations. The Contractor shall not release or otherwise disclose the reports to any person, except as directed by the CO.

SECTION I: CONTRACT CLAUSES

I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

The Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts dated March 2007 (“SCP”) are incorporated as part of the contract. To obtain a copy of the SCP go to www.ocp.dc.gov, click on OCP Policies under the heading “Information”, then click on “Standard Contract Provisions – Supplies and Services Contracts”.

I.2 CONTRACTS THAT CROSS FISCAL YEARS

Continuation of this contract beyond the current fiscal year is contingent upon future fiscal appropriations.

I.3 CONFIDENTIALITY OF INFORMATION

The Contractor shall keep all information relating to any employee or customer of the District in absolute confidence and shall not use the information in connection with any other matters; nor shall it disclose any such information to any other person, firm or corporation, in accordance with the District and federal laws governing the confidentiality of records.

I.4 TIME

Time, if stated in a number of days, will include Saturdays, Sundays, and holidays, unless otherwise stated herein.

I.5 RIGHTS IN DATA

I.5.1 “Data,” as used herein, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

I.5.2 The term “Technical Data”, as used herein, means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work, or be usable or used to define a design or process or to procure, produce, support, maintain, or operate material. The data may be graphic or pictorial delineations in media such as drawings or photographs, text in specifications or related performance or design type documents or computer printouts. Examples of technical data include research and engineering data, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information, and computer software documentation. Technical data does not include computer software or financial, administrative, cost and pricing, and management data or other information incidental to contract administration.

I.5.3 The term “Computer Software”, as used herein means computer programs and computer databases. “Computer Programs”, as used herein means a series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute an operation or

operations. "Computer Programs" include operating systems, assemblers, compilers, interpreters, data management systems, utility programs, sort merge programs, and automated data processing equipment maintenance diagnostic programs, as well as applications programs such as payroll, inventory control and engineering analysis programs. Computer programs may be either machine-dependent or machine-independent, and may be general purpose in nature or designed to satisfy the requirements of a particular user.

- I.5.4** The term "computer databases", as used herein, means a collection of data in a form capable of being processed and operated on by a computer.
- I.5.5** All data first produced in the performance of this Contract shall be the sole property of the District. The Contractor hereby acknowledges that all data, including, without limitation, computer program codes, produced by Contractor for the District under this Contract, are works made for hire and are the sole property of the District; but, to the extent any such data may not, by operation of law, be works made for hire, Contractor hereby transfers and assigns to the District the ownership of copyright in such works, whether published or unpublished. The Contractor agrees to give the District all assistance reasonably necessary to perfect such rights including, but not limited to, the works and supporting documentation and the execution of any instrument required to register copyrights. The Contractor agrees not to assert any rights in common law or in equity in such data. The Contractor shall not publish or reproduce such data in whole or in part or in any manner or form, or authorize others to do so, without written consent of the District until such time as the District may have released such data to the public.
- I.5.6** The District will have restricted rights in data, including computer software and all accompanying documentation, manuals and instructional materials, listed or described in a license or agreement made a part of this contract, which the parties have agreed will be furnished with restricted rights, provided however, notwithstanding any contrary provision in any such license or agreement, such restricted rights shall include, as a minimum the right to:
- I.5.6.1** Use the computer software and all accompanying documentation and manuals or instructional materials with the computer for which or with which it was acquired, including use at any District installation to which the computer may be transferred by the District;
- I.5.6.2** Use the computer software and all accompanying documentation and manuals or instructional materials with a backup computer if the computer for which or with which it was acquired is inoperative;
- I.5.6.3** Copy computer programs for safekeeping (archives) or backup purposes; and modify the computer software and all accompanying documentation and manuals or instructional materials, or combine it with other software, subject to the provision that the modified portions shall remain subject to these restrictions.
- I.5.7** The restricted rights set forth in section I.5.6 are of no effect unless
- (i) the data is marked by the Contractor with the following legend:

RESTRICTED RIGHTS LEGEND

Use, duplication, or disclosure is subject to restrictions stated in Contract No. _____ with (Contractor's Name); and

- (ii) If the data is computer software, the related computer software documentation includes a prominent statement of the restrictions applicable to the computer software. The Contractor may not place any legend on the computer software indicating restrictions on the District's rights in such software unless the restrictions are set forth in a license or agreement made a part of the contract prior to the delivery date of the software. Failure of the Contractor to apply a restricted rights legend to such computer software shall relieve the District of liability with respect to such unmarked software.

- I.5.8** In addition to the rights granted in Section I.5.6 above, the Contractor hereby grants to the District a nonexclusive, paid-up license throughout the world, of the same scope as restricted rights set forth in Section I.5.6 above, under any copyright owned by the Contractor, in any work of authorship prepared for or acquired by the District under this contract. Unless written approval of the Contracting Officer is obtained, the Contractor shall not include in technical data or computer software prepared for or acquired by the District under this contract any works of authorship in which copyright is not owned by the Contractor without acquiring for the District any rights necessary to perfect a copyright license of the scope specified in the first sentence of this paragraph.
- I.5.9** Whenever any data, including computer software, are to be obtained from a subcontractor under this contract, the Contractor shall use this clause, I.5, Rights in Data, in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the District's or the Contractor's rights in that subcontractor data or computer software which is required for the District.
- I.5.10** For all computer software furnished to the District with the rights specified in Section I.5.5, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope specified in Section I.5.5. For all computer software furnished to the District with the restricted rights specified in Section I.5.6, the District, if the Contractor, either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under this contract or any paid-up maintenance agreement, or if Contractor should be declared bankrupt or insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the then current version of the source code supplied under this contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.
- I.5.11** The Contractor shall indemnify and save and hold harmless the District, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this contract, or (ii) based upon any data furnished under this contract, or based upon libelous or other unlawful matter contained in such data.
- I.5.12** Nothing contained in this clause shall imply a license to the District under any patent, or be construed as affecting the scope of any license or other right otherwise granted to the District under any patent.

I.5.13 Paragraphs I.5.6, I.5.7, I.5.8, I.5.11 and I.5.12 above are not applicable to material furnished to the Contractor by the District and incorporated in the work furnished under contract, provided that such incorporated material is identified by the Contractor at the time of delivery of such work.

I.6 OTHER CONTRACTORS

The Contractor shall not commit or permit any act that will interfere with the performance of work by another District contractor or by any District employee.

I.7 SUBCONTRACTS

The Contractor hereunder shall not subcontract any of the Contractor's work or services to any subcontractor without the prior written consent of the CO. Any work or service so subcontracted shall be performed pursuant to a subcontract agreement, which the District will have the right to review and approve prior to its execution by the Contractor. Any such subcontract shall specify that the Contractor and the subcontractor shall be subject to every provision of this contract. Notwithstanding any such subcontract approved by the District, the Contractor shall remain liable to the District for all Contractor's work and services required hereunder.

I.8 INSURANCE

A. **GENERAL REQUIREMENTS.** The Contractor shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall have its insurance broker or insurance company submit a Certificate of Insurance to the CO giving evidence of the required coverage prior to commencing performance under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the CO. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A-VIII or higher. The Contractor shall require all of its subcontractors to carry the same insurance required herein. The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event the stated limit in the declarations page of the policy is reduced via endorsement or the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium.

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

Operations coverage for five (5) years following final acceptance of the work performed under this contract.

2. Automobile Liability Insurance. The Contractor shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of this contract. The policy shall provide a \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
3. Workers' Compensation Insurance. The Contractor shall provide Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

Employer's Liability Insurance. The Contractor shall provide employer's liability insurance as follows: \$500,000 per accident for injury; \$500,000 per employee for disease; and \$500,000 for policy disease limit.

4. Umbrella or Excess Liability Insurance. The Contractor shall provide umbrella or excess liability (which is excess over employer's liability, general liability, and automobile liability) insurance as follows: \$2,000,000 per occurrence, including the District of Columbia as additional insured.
5. Crime Insurance (3rd Party Indemnity). The Contractor shall provide a 3rd 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 \$1,000,000 per occurrence. This coverage shall be endorsed to name the District of Columbia as joint-loss payee, as their interests may appear.

- B. DURATION. The Contractor shall carry all required insurance until all contract work is accepted by the District, and shall carry the required General Liability; any required Professional Liability; and any required Employment Practices Liability insurance for five (5) years following final acceptance of the work performed under this contract.
- C. LIABILITY. These are the required minimum insurance requirements established by the District of Columbia. **HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE WILL NOT IN ANY WAY LIMIT THE CONTRACTOR'S LIABILITY UNDER THIS CONTRACT.**
- D. CONTRACTOR'S PROPERTY. Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.
- E. MEASURE OF PAYMENT. The District shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.
- F. NOTIFICATION. The Contractor shall immediately provide the CO with written notice in the event that its insurance coverage has or will be substantially changed, canceled or not renewed, and provide an updated certificate of insurance to the CO.

- G. **CERTIFICATES OF INSURANCE.** The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Evidence of insurance shall be submitted to:

James H. Marshall
Office of Contracting and Procurement
441 4th Street, NW, Suite 700S
Washington, DC 20001
202-727-0252
jim.marshall@dc.gov

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

I.9 EQUAL EMPLOYMENT OPPORTUNITY

In accordance with the District of Columbia Administrative Issuance System, Mayor's Order 85-85 dated June 10, 1985, the forms for completion of the Equal Employment Opportunity Information Report are incorporated herein as Section J.3. An award cannot be made to any offeror who has not satisfied the equal employment requirements.

I.10 ORDER OF PRECEDENCE

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

ORDER OF PRECEDENCE

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

- (1) An applicable Court Order, if any
- (2) Contract document
- (3) Standard Contract Provisions
- (4) Contract attachments other than the Standard Contract Provisions
- (5) RFP, as amended
- (6) BAFOs (in order of most recent to earliest)
- (7) Proposal

I.11 CONTRACTS IN EXCESS OF ONE MILLION DOLLARS

Any contract in excess of \$1,000,000 shall not be binding or give rise to any claim or demand against the District until approved by the Council of the District of Columbia and signed by the CO.

I.12 GOVERNING LAW

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

I.13 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.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.

I.15 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 the Contractor. Articles or services specified herein have a history of repetitive use in the District agencies. The estimated quantities stated in the RFP reflect the best estimates available. They shall not be construed to limit the quantities which may be ordered from the Contractor by the District or to relieve the 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.

SECTION J: ATTACHMENTS

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

Attachment Number	Document
J.1	Government of the District of Columbia Standard Contract Provisions for Use with the Supplies and Services Contracts (March 2007) available at www.ocp.dc.gov click on “Solicitation Attachments”
J.2	U.S. Department of Labor Wage Determination 2005-2013 Revision #8 Dated 5/26/2009
J.3	Office of Local Business Development Equal Employment Opportunity Information Report and Mayor’s Order 85-85 available at www.ocp.dc.gov click on “Solicitation Attachments”
J.4	Department of Employment Services First Source Employment Agreement available at www.ocp.dc.gov click on “Solicitation Attachments”
J.5	Way to Work Amendment Act of 2006 - Living Wage Notice
J.6	Way to Work Amendment Act of 2006 - Living Wage Fact Sheet
J.7	Tax Certification Affidavit
J.8	Cost/Price Certification and Data Package available at www.ocp.dc.gov click on “Solicitation Attachments”
J.9	Information Technology Infrastructure Requirement
J.10	Driver Privacy Protection Act (DPPA)
J.11	Past Performance Evaluation

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

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.

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.

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 one softcopy on CD and four (4) copies of the written proposals shall be submitted in two parts, titled "Technical Proposal" and "Price Proposal". Proposals shall be typewritten in 12 point font size on 8.5" by 11" bond paper. Telephonic, telegraphic, and facsimile proposals will not be accepted. Each proposal shall be submitted in a sealed envelope conspicuously marked: "Proposal in Response to Solicitation No. DCKV-2010-R-0002 Lockbox Service, [*title and name of offeror*]".

Offerors are directed to the specific proposal evaluation criteria found in Section M of this solicitation, Evaluation Factors. The offeror shall respond to each factor in a way that will allow the District to evaluate the offeror's response. The offeror shall submit information in a clear, concise, factual and logical manner providing a comprehensive description of program supplies and services and delivery thereof. The information requested below for the technical proposal shall facilitate evaluation for all proposals. The technical proposal must contain sufficient detail to provide a clear and concise response fully reflecting the manner in which the offeror proposes to fully meet the requirements in Section C.

L.2.2 The Technical and Cost and Price Volumes shall contain at a minimum the information described in Section L.3, Proposal Content and Organization. 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;

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- 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 eight (8) point font;
- g. Proposal narratives shall be logically ordered and provide cross-references to the requirement being addressed.
- h. only five (5) pages of the maximum one hundred (100) page technical proposal shall address company-related information. DMV can check company reputation, size, longevity, etc through other sources. This response should address completely and succinctly each of the capabilities requested in the RFP.

L.2.3 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.2.4 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.2.5 Offerors are directed to Section M of this solicitation, Evaluation Factors and Sections M.1, Evaluation For Award, M.2, Technical Rating Scale, M.3, Evaluation Standards and M.4 Evaluation Criteria and the interdependent relationship that exists between the Evaluation Factors described in Section M, the requirements described in Section C of the solicitation and the instructions to Offerors that follow in Section L.3. The Offeror shall respond to each factor in a way that will allow the District to evaluate the Offeror's response. The Offeror shall submit information in a clear, concise, factual, and logical manner providing a comprehensive description of program supplies and services delivery thereof. The technical proposal must contain sufficient detail to provide a clear and concise representation of the requirements described in Section C, Specifications/Work Statement. The information requested below for the technical proposal shall facilitate evaluation for all proposals.

L.2.6 The information requested in Section L.3 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.3 in a logical order consistent with the RFP, providing cross-reference to the requirement being addressed.

L.2.7 PROPOSAL CONTENT AND ORGANIZATION

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

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in sufficient detail to permit the District to evaluate it in accordance with Section M, Evaluation Factors.

L.2.7.1.1 Technical Capabilities

- a) The Offeror shall outline in detail, their understanding of this project and their approach and procedures.
- b) The Offeror's statement that provides company information (maximum five pages) shall describe the company's history and why the company is uniquely positioned to perform the services identified in the Statement of Work.
- c) The Offeror shall describe the following in accordance with the Section C:
 - i. C.3.1 Proposed Facility and operation area.
 - ii. C.3.2 Provide Staff management Supervision and Organization
 - iii. C.3.3 Provide Physical and Systems Security
 - iv. C.3.4 Prepare Payments for Processing
 - v. C.3.5 Capture Payment Data and Images
 - vi. C.3.6 Deposit funds
 - vii. C.3.7 Transmit Data and Images
 - viii. C.3.8 Perform Balancing and Reconciliation
 - ix. C.3.9 Provide Reports and Documentation
 - x. C3.10 Store Documents
 - xi. C.3.11 Transition Plan from Current Contractor
 - xii. C.3.12 Quality Assurance and Credits for Failing to meet standards
 - xiii. C.3.13 Testing
 - xiv. C.3.14 Turnover
- d) If oral presentations are requested, response to the specified questions and information obtained during the presentation will be considered.
- e) The District requires that the Contractor for this program have significant previous experience managing and running a lockbox services for a government jurisdiction with similar volumes and levels of complexity. No subcontracting will be permitted for this contract.

L.2.7.1.2 Project Plan

- a) Contractor shall provide how the offeror will implement the program and meet the requirements in accordance with the Section C. The implementation plan shall include workflows and descriptions of business processes and how they meet DMV's needs as defined in this RFP. The implementation plan shall be evaluated not only in term of the implementation schedule feasibility but also in terms of the Offeror's overall understanding of the tasks to be accomplished to ensure the contract is implemented on schedule.
- b) The Offeror shall submit a draft project plan that outline in detail, their understanding of this project , their approach and procedures to be used, and resource levels to achieve DMV goals set in this RFP.

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- c) The Offeror shall include a service level agreement and maintenance agreement as part of their proposal.
- d) The Offeror shall describe how their facilities could accommodate an increase in volume of 25%, 50%, 100% and 200% in payments processed each day.
- e) The Offeror shall provide an explanation of how their staffing would accommodate an increase in volume of 25%, 50%, 100% and 200% in payments processed each day.
- f) The Offeror shall include with their response a detailed description of their training methodology for new staff, for updates to procedures, and for items deemed deficient during production.
- g) The Offeror shall provide an explanation of how they will control and secure payments and other documents from receipt at the Post Office through daily completion of processing, including deposit to the District's designated financial institution and hardcopy and electronic storage.
- h) The Offeror shall describe the steps and controls that they will take to prevent and minimize instances of theft and embezzlement.
- i) The Offeror shall provide the name and bonding limits of the firm that it intends to use for courier services.
- j) The Offeror shall describe their approach for meeting the reporting and documentation requirements specified in sections C.3.9.1 through C.3.9.6 of the RFP.
- k) The Offeror shall describe their balancing strategies for source documents totals and payments totals including what steps they would take to identify the reason the bath isn't balancing and what steps would be taken to resolve each of the reasons.
- l) The Offeror shall describe situations where they have managed control and reconciliation tasks from intake through final update.
- m) The Offeror shall provide samples of processes and documentation that demonstrate an understanding of the control process.

L.2.7.1.3 Past Experience

Offeror's experience in the lockbox industry including familiarity with processing mail payments for large scale, complex operations. The requirements must be provided by the Contractor. Subcontracting work associated with this contract is not permitted.

- i. The Offeror shall describe their experience in providing lockbox services in terms of capacity and service levels.
- ii. Only experienced vendors with three or more years lockbox experience that have demonstrated capability providing lockbox services with comparable volumes and complexity will be considered for this procurement.

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- iii. Please provide the name, title, address and current phone number and e-mail address of at least three (3) references that can address past performance providing similar services, including the period of contracted service, an examination of the quality of services provided, timeliness in service delivery, business practices, and overall satisfaction with your performance.
- iv. The Offeror shall describe their specific experience transmitting data and images and the documentation they use to validate the transmission and receipt.

L.2.7.1.4 Project Management

- a) The offeror shall describe their relevant project management experience, preferable with public entities.
- b) The proposal should also include the resume of the specific project manager(s) proposed to implement the project, the operations manager who shall be accountable for day-to-day operations, the account manager responsible for ensuring all contracted activities are accomplished and any other management and technical staff that would be involved in the implementation and operations.
- c) The awarded Contractor may not change key staff such as the operations manager, account manager and quality control personnel if not specifically approved by the COTR.
- d) The Offeror shall include a workflow document describing how the lockbox work would move from station to station during a typical day.
- e) The Offeror shall provide the ability to process payments according to procedures specified in the RFP, including return mail, automated envelope counting, assigning and tracking batch numbers, assign appropriate payment receipt date, group envelopes into batches, track payment batches, process batches using automated payment equipment, process mixed payments, research of payments that do not match notices, cash receipts, processing payment before a ticket is posted, return to sender notices, unassigned payments, process payments associated with hearing appeals, process payments associated with fleet companies, process installment payments, and correspondences.
- f) The Offeror shall describe how their automated processing equipment will capture data from ticket payments and clearly print this data as an endorsement on the back of each payment document and payment source document.
- g) The Offeror shall describe how their automated processing equipment will capture data from notice payments and clearly print this data as an endorsement on the back of each payment document and payment source document.
- h) The Offeror shall describe how their proposed remittance processor ensures validation of payment documents.
- i) The Offeror shall include actual endorsements from the system they propose.

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- j) The Offeror shall describe how their system accommodated new notice and scan line set-ups.
- k) The Offeror shall describe in detail the system that they will use to perform the electronic capture of payment data, including samples of data capture screens and output reports using the proposed solution.
- l) The Offeror shall describe how captured images are indexed to their associated ticket or notice records and provide examples of work that they have performed where data and images were captured.
- m) The Offeror shall describe their proposed encoding equipment to MICR-encode the dollar value of each payment of payment documents and batch header documents.

L.2.8 SITE VISITS

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.2.9 ORAL PRESENTATIONS

- L.2.9.1 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 4th Street, Washington, DC (room to be determined). The pertinent offerors will be provided 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 DMV has the option to view a fully operational workstation as proposed by the Offeror. Offerors unable to provide a full complement of equipment that is fully operational will be evaluated accordingly.
- L.2.9.2 The oral presentations should provide information that augments their proposal and should provide an opportunity for dialogue among the parties. A specified set of questions will be provided at the time the oral presentations are scheduled. The presentation committee should include the project manager proposed for the implementation, the account manager to support the system once it is operational, and the technical manager responsible for overall operations.

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 17, 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 **4/27/10** prior to the closing date and time indicated for this solicitation. The District will not consider any questions received later than 4/27/10. The District will furnish responses promptly to all prospective offerors. An amendment to the solicitation will be issued if the CO decides that information is necessary in submitting offers, or if the lack of it would be prejudicial to any prospective offeror. Oral

explanations or instructions given by District officials before the award of the contract will not be binding.

L.5 FAILURE TO SUBMIT OFFERS

Recipients of this solicitation not responding with an offer should not return this solicitation. Instead, they should advise the CO, **Office of Contracting and Procurement, 441 4th 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 Marshall
Contracting Officer
Office of Contracting and Procurement
441 4th Street NW Suite 700 South

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 PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held at **2:30 p.m on April 22, 2010 at 441 4th Street, 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.

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

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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.

L.21 KEY PERSONNEL

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

Position
Project Director
Assistant Project Director
Customer Service Manager
Technology 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.

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:

<u>Numeric Rating</u>	<u>Adjective</u>	<u>Description</u>
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

M.3.1 The District will make award to the responsible Offeror whose offer conforms to the solicitation and is most advantageous to the District, cost or price and technical factors listed below considered.

M.3.2 Technical Proposals will be evaluated based on the following technical evaluation factors listed below:

M.3.2.1 Technical Capabilities

- a) Extent to which the proposed system meets the capabilities requested in this Statement of Work (SOW). The proposal must address how the proposed system meets each of the requirements. Section responses by the Contractor that state that a requirement will be met without describing in detail how it will be met will be deemed to be unacceptable. Bid responses that do not address each of the requirements will receive a lower evaluation.
- b) 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.3.1.1 for CLIN 0001.

M.3.2.2 Project Plan

- a) The project plan developed by the Offeror that indicates how the Offeror will implement the program and meet the requirements in this SOW. The plan shall include more than a Gantt chart. The plan should also include workflows and descriptions of business processes and how they meet DMV's needs as defined in this Statement of Work. The plan shall be evaluated not only in terms of the implementation schedule feasibility but also in terms of the Offeror's overall understanding of the tasks to be accomplished to ensure the system is implemented on schedule.
- b) 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.3.1.2 for CLIN 0001.

M.3.2.3 Past Experience

- a) Offeror's experience in the lockbox industry including familiarity with processing mail payments for large scale, complex operations. Only experienced lockbox vendors that have demonstrated capability providing proven systems and services consistent with the volumes and complexity of this program will be considered for this procurement. The requirements must be provided by the Contractor. Subcontracting work associated with this contract is not permitted. Please provide the name, title, address and current phone number and e-mail address of at least three (3) references that can address past performance providing similar services, including the period of contract service, an

examination of the quality of services provided, timeliness in service delivery, business practices, and overall satisfaction with your performance.

- b) 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.3.1.3 for CLIN 0001.

M.3.2.4 Project Management

- a) Project management experience, preferably with government agencies. The proposal should also include the resume of the specific project manager(s) proposed to implement, run, and manage this system and any other technical staff that would be involved in the implementation. The Contractor may not change personnel if awarded the proposal without the approval of the District of Columbia's DMV.
- b) 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.3.1.4 for CLIN 0001.

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

M.3.3 TECHNICAL CRITERIA (75 Points Maximum)

M.3.3.1 The technical evaluation criteria set forth below have been developed by agency technical personnel and have been tailored to the requirements of this particular solicitation. Contractor is informed that these criteria will serve as the standard against which all proposals will be evaluated and serve to establish the evaluation criteria including the evaluation factors and significant sub factors which the Contractor should specifically address in complying with the requirements of the solicitation as described in Section C and instructions and notices to Offerors described in Section L.

M.3.3.2 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.3 in accordance with the evaluation factors described below. Contractor should respond to each factor and significant sub 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 and significant sub factors. Deficiencies and weaknesses identified in the proposal as well as the District's risk will also be considered.

M.3.3.3 EVALUATION FACTORS (75 Points)

M.3.3.3.1 **Factor A:** Technical Capability 0 – 30 points

M.3.3.3.2 **Factor B:** Project Plan 0 – 20 points

M.3.3.3.3 Factor C: Past Performance and Experience 0 – 15 points

M.3.3.3.4 Factor D: Project Management 0 – 10 points

M.3.4 PRICE CRITERION (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:

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

M.3.5 PREFERENCE POINTS AWARDED PURSUANT TO SECTION M.5.2 (12 Points Maximum)

M.3.6 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.5.1.2If 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.5.2.1Any 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.5.2.2Any 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.5.2.3Any 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.5.2.4Any 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.5.2.5Any prime contractor that is a local business enterprise with its principal offices located in an enterprise zone (DZE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DZE in response to this RFP.

M.5.2.6Any 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.5.6.5A 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.5.6.6In 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.5.6.7Assurances 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.5.6.8A 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.5.6.9A 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 21st 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.5.7.1The dollar amount of the contract or procurement;

M.5.7.2A brief description of the goods procured or the services contracted for;

M.5.7.3The name and address of the business enterprise from which the goods were procured or services contracted;

M.5.7.4Whether the subcontractors to the contract are currently certified business enterprises;

M.5.7.5The dollar percentage of the contract awarded to SBEs, or if insufficient SBEs, to other certified business enterprises;

M.5.7.6A description of the activities the contractor engaged in, in order to achieve the subcontracting requirements set forth in section M.5.1; and

M.5.7.7A 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.5.8.1If 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.5.8.2In 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.